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No. 21] NEW DELHI, SATURDAY, MAY 23, 1987/JYAISTHA 2, 1909

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

नई दिल्ली, 23 मार्च, 1987

प्रायकर

का.पा. 1268.—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखण्ड (3) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 25-4-1984 की अधिसूचना सं. 5775 [फा.सं. 398/7/84—प्रा.क. (ब)] का अधिलेखन करते हुए, केन्द्रीय सरकार श्री एम.एल. अग्निहोत्री को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अस्तर्गत दिनांक 8-7-1985 से 8-12-1986 तक कर बसूली अधिकारी की शक्तियों का प्रयोग करते हेतु कार्योपरास्त प्राधिकृत करती है।

[सं. 7200 (फा.सं. 398/2/87—प्रा.क. (ब.))
बी.ई. अलेक्जेंडर, प्रवर सचिव

MINISTRY OF FINANCE
(Department of Revenue)

New Delhi, the 23rd March, 1987

INCOME-TAX

S.O. 1268.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961),

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and in supersession of Notification of the Government of India in the Department of Revenue No. 5775 [F. No. 398/7/84-IT (B)] dated 25-4-1984, the Central Government authorises ex-post-facto Shri S. L. Agnihotri being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act, with effect from 8th July, 1985 to 8th December, 1986.

[No. 7200 (F. No. 398/2/87-IT(B))
B. E. ALEXANDER, Under Secy

(प्राथमिक कार्य विभाग)
(वैकिंग प्रभाग)

नई दिल्ली, 29 अप्रैल, 1987

का.पा. 1269.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-ख की उपधारा (1) और (2) के उपबन्ध काशी नाथ मेठ बैंक लि., शाहजहांपुर पर दिनांक 25 मार्च, 1987 से 24 जून, 1987 तक की 3 महीने की अवधि के वास्ते या उस बैंक के लिए नियमित पूर्णकालिक अध्यक्ष की नियुक्ति होने तक, इनमें से जो भी पहले हो, लागू नहीं होंगे।

[संख्या 15/3/87—बी.प्रो. III(i)]

(1835)

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 29th April, 1987

S.O. 1269.—In exercise of powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) and (2) of section 10-B of the said Act shall not apply to Kashi Nath Seth Bank Ltd., Shahjahanpur for a period of 3 months from 25th March, 1987 to 24th June, 1987 or till the appointment of a regular whole-time Chairman for that bank, whichever is earlier.

[No. 15/3/87-B.O. III(i)]

का.भा. 1270.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-ब की उपधारा (9) के उपबन्ध उस सीमा तक, जहाँ तक कि काशी नाथ सेठ बैंक लि., शाहजहाँपुर को किसी व्यक्ति को बार महीने में अधिक के लिए अध्यक्ष नियुक्त करने से छूट प्राप्त है, उक्त बैंक पर दिनांक 25 मार्च, 1987 से 24 जून, 1987 तक लागू नहीं होंगे।

[संख्या 15/3/87-बी.ओ.—III(ii)]

प्रण नाथ, सचिव

S.O. 1270.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-section (9) of section 10-B of the said Act, shall not, to the extent they preclude the Bank from appointing a person to carry out the duties of a Chairman beyond a period exceeding four months, apply to the Kashi Nath Seth Bank Ltd., Shahjahanpur from 25th March, 1987 to 24th June, 1987.

[No. 15/3/87-B.O. III(ii)]

PRAN NATH, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 30 अप्रैल, 1987

का.भा. 1271.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्रा. गै. मंत्रालय की अधिसूचना का.भा.सं. 3853 तारीख 29-10-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना प्राणय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और प्रा. गै. यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोग के लिए एतद्वारा अर्जित किया जाता है।

और प्रा. गै. उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में

उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी वाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख की निहित होगी।

अनुसूची

कृ.नं. 15 से एस. धार्. पी 34 तक पाइपलाइन बिछाने के लिये राज्य—गुजरात जिला—मेहसाना तालुका—कडी

गांव	सर्वे नं.	हेक्टर	घार	सेंटियर
थोल	1423/पी	0	55	00

[सं. O-12016/185/86—ओ एन जी-डी-4]

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 30th April, 1987

S.O. 1271.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 3853 dt. 29-10-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Well No. 15 to S.I.P. 34.

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hec-tare	Are	Centiare
Thol	1423/P	0	55	00

[No. O-12016/185/86-ONG-D-4]

का.भा. 1272.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.भा.सं. 310 तारीख 20-1-87 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना प्राणय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

बी. एस. एच. जे. से ब्लेस जो. जी. एस. तक पाइपलाइन बिछाने के लिए।

राज्य—गुजरात	जिला—मेहसाना	तालुका—मेहसाना			
गांव	ख. नं.	हेक्टेयर	आर.	सेंटीयर	
मीठा	430	0	07	32	
	429/1	0	08	64	
	429/2	0	07	26	
	429/3				
	429/4				
	428	0	17	16	
	426	0	03	48	
	425/1	0	19	68	
	400/2	0	03	36	
	400/1	0	07	32	
	400/3	0	11	16	
	399	0	01	32	

[सं. O-12016/4/87—ओ एन जी-डी-4]

S.O. 1272.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 310 dt. 20-1-87 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government:

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification:

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from BLHJ to Balol G.G.S.

State : Gujarat District : Mehsana Taluka : Mehsana

Village	Survey No.	Hec-tare	Are	Cen-tiare
Mitha	430	0	07	32
	429/1	0	08	64
	429/2	0	07	26
	429/3			
	429/4			
	428	0	17	16
	426	9	03	48
	425/1	0	19	68
	400/2	0	03	36
	400/1	0	07	32
	400/3	0	11	16
	399	0	01	32

[No. O-12016/4/87-ONG-D-4]

का.आ.सं. 1273.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ.सं. 535 तारीख 6-2-87 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार की रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

ग्रहमदाबाद-23 से ग्रहमदाबाद-21 तक पाइपलाइन बिछाने के लिए

राज्य—गुजरात जिला—ग्रहमदाबाद तालुका—दसक्रोड

गांव	ख. नं.	हेक्टेयर	आर.	सेंटीयर
दसीजन	345	0	12	30
	380	0	66	30
	376	0	04	30
	375	0	07	20
	374	0	12	00
	373	0	09	15

[सं. O-12016/6/87—ओ एन जी—डी-4]

S.O. 1273.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 535 dt. 6-2-87 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Ahmedabad-23 to Ahmedabad-21
State : Gujarat District : Ahmedabad Taluka : Dascroi

Village	Block No.	Hect- are	Are	Centi- tiare
Hathijan	345	0	12	30
	380	0	66	30
	376	0	04	30
	375	0	07	20
	374	0	12	00
	373	0	09	15

[No. O-12016/6/87-ONG-D-4]

का. प्र. 1274.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में पाक्हाजन-1 से इस्सू. एच.आई.वहेज तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस उपयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी साधनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का प्रश्न) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बतर्क कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के मौखिक पाइपलाइन बिछाने के लिए आशय सख्त प्राधिकारी, तेल तथा प्राकृतिक गैस उपयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशय करने वाला हर व्यक्ति विनिवृष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

पाक्हाजन-1 से इस्सू. एच. आई. वहेज तक पाइपलाइन बिछाने के लिये।

राज्य—गुजरात	जिला—भरुच	तालुका—वाग्रा		
गांव	ब्लॉक नं.	हेक्टेयर	घ. म.	सेंटीमीटर
भंसली	110/ए	0	10	40
	128	0	23	40
	129/ए + बी	0	07	80
	124	0	00	65
	130	0	10	40
	133	0	01	30

[सं. Q-12016/31/87-बी एन जी-बी-4]

S.O. 1274.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Pakhajan-1 to WHI at Dahej in Gujarat State pipeline schedule be laid by the Oil and Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009);

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from Pakhajan-1 to WHI at Dahej
State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hec- tare	Are	Centi- tiare
Bhensali	110/A	0	10	40
	128	0	23	40
	129/A + B	0	07	80
	124	0	00	65
	130	0	10	40
	133	0	01	30

[No. O-12016/31/87-ONG-D-4]

का. प्र. 1275.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एन-112 से एन-54 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस उपयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी साधनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है;

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख 21 दिन के भीतर करेगा;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एन. 112 से एन-54 तक पाइप लाइन बिछाने के लिये

राज्य--गुजरात	जिला--खेड़ा	तालुका--मतर			
गांव	सर्वे नं.	हेक्टेयर	आर.	सेन्टीयर	
कठवाडा	322	0	05	10	
	327	0	02	40	
	326	0	05	70	
	328	0	01	50	
	325	0	03	00	
	329	0	03	00	

[सं. O-12016/32/87--ओ एन जी-डी-4]

S.O. 1275.--Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from N-112 to N-54 in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission,

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-(390009)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from N-112 to N-54.

State : Gujarat District : Kheda Taluka : Matar

Village	Survey No.	Hec-tare	Are	Centi-are
Kathawada	322	0	05	10
	327	0	02	40
	326	0	05	70
	328	0	01	50
	325	0	03	00
	329	0	03	00

[N. O-12016/32/87-ONG-D4]

का.प्रा. 1276.--यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कूप नं. 24 से कूप नं. 5 तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए;

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनांक के भीतर कर सकेगा;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप नं. 24 से कूप नं. 5 तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : बड़ोदरा तालुका : पादरा

गांव	प्लॉक नं.	हेक्टेयर	आर.	सेन्टीयर
1	2	3	4	5
सांडा	275	0	05	55
	273	0	00	96
	274	0	13	35
	276	0	03	00
	270	0	02	70
	282	0	06	90
	281/पी	0	21	90
	286	0	01	80
	291/पी	0	17	70
	323	0	06	60
	317/पी	0	26	85
	314	0	12	00

[सं. O-12016/33/87 - ओ एन जी - डी 4]

S.O. 1276.--Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 24 to Well No. 5 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-(390009)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from Well No. 224 to Well No. 5.

State : Gujarat District : Badoda Taluka : Padara

Village	Bloc. No.	Hec-tare	Are	Centiare
Sandha	275	0	05	55
	273	0	00	96
	274	0	13	35
	276	0	03	00
	270	0	02	70
	282	0	06	90
	281/P	0	21	90
	286	0	01	80
	291/P	0	17	70
	323	0	06	60
	317/P	0	26	85
	314	0	12	00

[No. O-12016/33/87-ONG-D4]

का. प्रा. 1277:—यतः पेट्रोलियम और खनिज पादपलाहन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्रा. सं. 3529 तारीख 20-9-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पादपलाहनों को बिछाने के लिए अर्जित करने का अपना प्राणय घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और भागे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पादपलाहन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है;

और भागे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस प्रायोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

गंधार से पारबाजन तक पादप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : भरुच तालुका : वागरा

गांव	सर्वे नं.	हेक्टेयर	और.	सेन्टीयर
1	2	3	4	5
गंधार	322	2	88	00

[सं. O- 12016/160/86 - ओ एन जी - डी 4]

S.O. 1277.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 3529 dt. 26-9-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Gandhar to Pakhajan.

State : Gujarat District : Bharuch Taluka : Waghara

Village	Survey No.	Hec-tare	Are	Centiare
Gandhar	322	2	88	00

[No. O-12016/160/86-ONG-D4]

का. प्रा. 1278:—यतः पेट्रोलियम और खनिज पादपलाहन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्रा. सं. 3857 तारीख 29-10-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पादपलाहनों को बिछाने के लिए अर्जित करने का अपना प्राणय घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और भागे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पादपलाहन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है;

और भागे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस प्रायोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

सोक आइल वल्व प्लेटेफॉर्म से आई. पी. एम. वक्लिण कड़ी तक
पाइप लाइन बिछाने के लिए

राज्य: गुजरात जिला: मेहसाना तालुका: कड़ी

गांव	सर्वे नं.	हेक्टेयर आरे.	सेन्टीयर	
1.	2	3	4	5
कड़ी	1857	0	06	00
	कार्ट ट्रैक	0	06	30
	1953	0	02	55
	1976	0	03	60
	1977	0	04	50
	1978	0	02	00

[सं. O - 12016/180/86 - ओ एन जी - डी 4]

S.O. 1278.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 3857 dt. 29-10-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notifications;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Sokoil valve Platform to IPS

South Kadi

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hec-tare	Are	Centiare
Kadi	1857	0	06	00
	Cart track	0	06	30
	1953	0	02	55
	1976	0	03	60
	1977	0	04	50
	1978	0	02	00

[No. O-12016/180/86-ONG-D4]

का. भा. 1279.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. भा. सं. 3922 तारीख 7-11-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप धारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है;

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार विद्वेष करती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

दहेज से पालेज तक पाइप लाइन बिछाने के लिए

राज्य: गुजरात जिला: भरुच तालुका: बागरा

गांव	सर्वे नं.	हेक्टेयर आरे.	सेन्टीयर	
1	2	3	4	5
खोजदल	227	0	06	00
	228	0	20	00
	226	0	10	00
	225	0	15	00
	224	0	11	00
	223	0	53	00
	165	0	07	00
	330	0	28	00
	166	0	07	00
	162	0	26	00
	168	0	07	00
	169	0	23	00
	161	0	32	00
	121/ए/1	0	38	00
	121/ए	0	09	00
	120	0	17	00

[सं. O - 12016/193/86 - ओ एन जी - डी 4]

S.O. 1279.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 3922 dt. 7-11-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notifications;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Dahej to Palej

State : Gujarat District : Bharuch Taluka : Vagra

Village	Survey No.	Hec-tare	Are	Centiare
Khojbal	227	0	06	00
	228	0	20	00
	226	0	10	00
	225	0	15	00
	224	0	11	00
	223	0	53	00
	165	0	07	00
	330	0	28	00
	166	0	07	00
	162	0	36	00
	168	0	07	00
	169	0	23	00
	161	0	32	00
	121/A/1	0	38	00
	121/A	0	09	00
	120	0	17	00

[No. O-12016/193/86-ONG-D4]

का. भा. 1280—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. भा. सं. 4206 तारीख 9-12-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती

है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है;

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

दाहेज से पालेज तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात तालुका : वागरा जिला : भरुच

गांव	सर्वे नं.	हेक्टेयर	घारे.	सेन्टी
1	2	3	4	5
रहाड़	121	0	16	00
	120	0	98	00
	123	0	10	00
	119	0	25	00
	125	0	27	00
	58	0	81	00
	60	0	01	00
	74	0	58	00
	75	0	22	00
	79	0	26	00
	80	0	40	00

[सं. O-12016/211/86-ओ एन जी-सी 4]

S.O. 1280.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 4206 dt. 9-12-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notifications;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Dahej to Palej.

State : Gujarat Taluka : Vagara District : Bharuch

Village	Survey No.	Hec- tare	Are	Centi- tiare
Rahad	121	0	16	00
	120	0	98	00
	123	0	10	00
	119	0	25	00
	125	0	27	00
	58	0	81	00
	60	0	01	00
	74	0	58	00
	75	0	22	00
	79	0	26	00
	80	0	40	00

[No. O-12016/211/86-ONG-D4]

का. प्रा. 1281.—यत्. पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्रा. सं. 4259 तारीख 15-12-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत्. सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत्. केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अथ, धन: उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की दृष्टि से और प्राकृतिक गैस अधिनियम में, सभी बाधाओं से मुक्त रूप, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

वहेज से पालेज तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : वगारा तालुका : वागेरा

गांव	सर्वे नं.	हेक्टेयर	आरे	सेन्टीयर
1	2	3	4	5
वागेरा	446	0	19	00
	442	0	07	00
	441	0	10	00
	440	0	16	00

1	2	3	4	5
	439	0	08	00
	454	0	38	00
	435	0	00	15
	459	0	29	00
	458	0	14	00
	457	0	00	30
	468	0	13	00
	413	0	12	00
	412	0	01	00
	411	0	08	00
	388	0	42	00
	389	0	24	00
	393	0	34	00
	390	0	03	00
	392	0	09	00
	380	0	01	00
	381	0	36	00
	373/ए	0	10	00
	372	0	00	30
	371	0	20	00
	370	0	10	00

[सं. O - 12016/220/86 - आ एन सी - डी 4]

वी० के० राजगोपाळन, टैस्क अधिकारी

S.O. 1281.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 4259 dt. 15-12-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the Schedule appended to this notifications;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Dahej to Palej Line.

State : Gujarat District : Bharuch Taluka : Vagara

Village	Survey No.	Hec- tare	Are	Centi- tiare
1	2	3	4	5
Vagara	446	0	19	00
	442	0	07	00
	441	0	10	00

1	2	3	4	5
	440	0	16	00
	439	0	08	00
	454	0	38	00
	435	0	00	15
	459	0	29	00
	458	0	14	00
	457	0	00	30
	468	0	13	00
	413	0	12	00
	412	0	01	00
	411	0	08	00
	388	0	42	00
	389	0	24	00
	393	0	34	00
	390	0	03	00
	392	0	09	00
	380	0	01	00
	381	0	36	00
	373/A	0	10	00
	372	0	00	30
	371	0	20	00
	370	0	10	00

[No. O-12016/220/86-ONG-D4]

P. K. RAJAGOPALAN, Desk Officer

संचार संचालय

(दूरसंचार विभाग)

नई दिल्ली, 11 मई, 1987

का.प्रा. 1282.—स्वायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने वेल्लियूर टेलीफोन केन्द्र, तमिलनाडु सर्किल, में दिनांक 22-5-1987 से प्रमाणित वर प्रणाली लागू करने का निश्चय किया है।

[सं. 5-1/87-पी.एच.बी.]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 11th May, 1987

S.O. 1282.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 22-5-1987 as the date on which the Measured Rate System will be introduced in Velliyur Telephone Exchange, Tamil Nadu Telecom. Circle.

[No. 5-1/87-PHB]

का.प्रा. 1283.—स्वायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने मीरथल, मुजानपुर, कोटली, जुगियाल, नरोट महरा, हरियाल, कन्दरोडी, कहनुवान तथा मोरंगल टेलीफोन केन्द्रों नॉर्थ-वेस्ट सर्किल, में दिनांक 22-5-1987 से प्रमाणित वर प्रणाली लागू करने का निश्चय किया है।

[सं. 5-13/87-पी.एच.बी.]

पी.आर. कारडा, सहायक महानिदेशक
(पी.एच.बी.)

S.O. 1283.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 22-5-1987 as the date on which the Measured Rate System will be introduced in Mirthal, Sujampur, Kotli, Jugial, Narot Mehra, Haryal, Kandrori, Kahnawan and Dorangla Telephone Exchanges, North West Telecom. Circle.

[No. 5-13/87-PHB]

P. K. KARRA, Asstt. Director General (PHB)

अम संचालय

नई दिल्ली, 5 मई, 1987

का.प्रा. 1284.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उत्प्रवास संरक्षी, मद्रास के कार्यालय में सहायक श्री आर. सुन्दर लाल को 6 मई, 1987 से 13 मई, 1987 तक उत्प्रवास संरक्षी, मद्रास के सभी कार्य करने के लिए प्राधिकृत करती है।

[संख्या ए-22012/1/86-उत्प्रवास-II]

ए.वी.एस. शर्मा, सचिव

MINISTRY OF LABOUR

New Delhi, the 5th May, 1987

S.O. 1284.—In exercise of the powers conferred by Section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby authorises Shri R. Sunder Lal, Assistant in the Office of the Protector of Emigrants, Madras to perform all functions of Protector of Emigrants, Madras from 6th May, 1987 to 13th May, 1987.

[No. A-22012(1)/86-Emig.II]

A.V.S. SARMA, Under Secy.

नई दिल्ली, 6 मई, 1987

का.प्रा. 1285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मोनियर रिवीजनल मैकेनिकल इंजीनियर (सखनऊ) के प्रबंधन में सम्बद्ध श्रमिकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 30 अप्रैल, 1987 का प्राप्त हुआ था।

New Delhi, the 6th May, 1987

S.O. 1285.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Divisional Mechanical Engineer, Lucknow and their workmen, which was received by the Central Government on the 30th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 56 of 1986

Reference No. L-41012(30)/85-D.II(B) dated 17-3-86

In the matter of dispute between :

The Zonal President Uttar Railway Karamchhari Union,
96/196, Roshan Bajaj Lane, Ganesh Gani,
Lucknow (U.P.)

AND

The Senior Divisional Mechanical Engineer, Northern Railway, C/o D.R.M. Hazratganj, Lucknow (U.P.).

APPEARANCE :

PRESENT :

Shri B. D. Tewari—for the workman.

Shri Ravi Jambhri—for the management.

AWARD

The Central Government, Ministry of Labour, vide its notification no. L-41012(30)/85-D.II(B) dated 17th March, 1986, has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the Senior Divisional Mechanical Engineer, Northern Railway, Hazratganj, Lucknow in terminating the services of Shri Saidur Rahman, Cleaner, Loco Shed, Northern Railway Lucknow with effect from 4-9-81 allegedly without following the procedure laid down under section 25-F of the I.D. Act, 1947 is justified? If not, to what relief the workman is entitled to?"

2. The case of the workman Saidurrahman of I.D. No. 56 of 86 is that he was recruited in January 1980 and his services were terminated on 4-9-81 by Sr. DME Lucknow. He had completed more than 240 days work in one year preceeding the date of retrenchment. As his services were terminated without giving him notice, notice pay or retrenchment compensation. As the termination was brought about due to non compliance of section 25FG and H of the act hence the same is void abinitio and illegal.

3. The workman was paid by issuing of pay slip (pay) from February 1980 to July 1980 and then from October, 80 to June 81 after which payments were made to him on pay sheet without issuing pay slip. He was further issued free passes and identity card hence it is prayed that as the termination was brought about illegally he is entitled to be reinstated in service with full back wages.

4. The management in the written statement has denied working of 240 days or even 120 days continuously and has admitted that the worked only for 52 days and that he never completed or worked in 1980 and that the workman had not completed 240 days. He is not entitled to any notice or retrenchment compensation. It is further averred that the workman fraudulently get railway pass issued in his favour and that the identity card was issued to casual labours at the time of their engagement simply to identify. That on other installations where they were required to disclose their identity, it is also contended that the court has no jurisdiction.

5. In support of its contention management filed affidavit evidence of one Shri R. B. Yadav, Assistant Superintendent Loco Shed and he has reiterated the stand taken in the written statement. He has stated that he never completed 240 days and had worked for 52 days only and he had never worked in the year 1980.

6. In cross examination he admitted that the workman was paid for work done in cash by envelop and some times by paying cash and taking his signatures on pay sheets. He admits that cash by envelop was paid only the workman produce slip for payment issued from time office and in token of having received envelop the signatures were obtained on that slip and those slips must have been in account office of the DRM Office. He admits that only in the month of July and August 1981 payments were made after obtaining signatures on the pay sheets and in all other period payments were made by envelop. He admits that he has found out the number of working days of the workman from the computerised list and did not see the payment vouchers. He has no knowledge that the workman was working as cleaner but states that workman worked as substitute for 52 days only. He also has no knowledge if cleaner tenders maintains register of cleaners under him.

7. On the other hand workman has filed his affidavit reiterating the stand taken in the claim statement. He has

avverred in the affidavit that if management produce the paying register of cleaner tendal and paid vouchers that shall confirm that the workman has completed 240 days in 1980-1981.

8. In cross examination he has deposed that he was appointed as cleaner by Shri A. S. Kowji AME in January, 1980 and was not given any appointment letter and that he has simply sent the application for appointment. He states that he stated regular working from September, 80 and was ceased to work on 4-9-81. He further states that he was given casual labour card bearing No. 36129. Looking to the original casual labour card he stated that it bears date of March, 1981. He further stated that he was given temporary status and was paid in the beginning for about 10 or 12 days. The workman filed 3 envelopes relating to April 80, July, 80 and March 81 showing payments of different amount in them. It does not show how many days payment was made but it has been argued by the workman's representative that 80, 81 the rate of daily wages was Rs. 6.50 paise per day and dividing upon to at that rate the number of working days in April 80 come to 10 days, in July it comes to 11 days and in March, 1981, it comes to 29 days. The workman has filed such pay slip for the month of April, 1980 to March, 1981 and slip of April, 1981 showing total amount paid without its details as shown in the pay envelop of February 1981. Workman has also filed envelop of May, 1981 and July, 1981 calculating the number of working days dividing the basic pay by daily rate of Rs. 6.55 the number of working days from September, 81 to October 80 comes to 278 days. The absence of pay envelop has been explained by the management witness that in those months payment was made by obtaining signatures on pay sheet. He has further admitted that those casual labours were paid by envelopes. The management could have filed attendance register or actual payment sheet or voucher, for reasons best known they have not done.

9. The workman has substantiated from the photo copies of the envelopes and also 3 of such original envelop that he was paid the amount mentioned on the face of it in those months, which calculating at the daily rate working the number of working days would be more than 240 days in one year. Admittedly no notice, notice pay or retrenchment compensation was paid to the workman hence in view of the provisions of section 25F of the I.D. Act for non compliance of the same the termination would be void illegal and he will be entitle to be reinstated.

10. I, therefore, hold that the action of the management was not justified and the workman is reinstated in service.

Let 6 copies of this award be sent to the Government for its publication.

Dated : 20-4-87.

R. B. SRIVASTAVA, Presiding Officer

[No. L-41012/30/85-D.II(B)]

को. प्र. 1286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य निगम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कामपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29 अप्रैल 1987 को प्राप्त हुआ था।

S.O. 1286.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 29th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 33 of 1986

Reference No. L-42012(28)/85-D.V dated 6-2-1986

In the matter of dispute between :

The President, Bhartiya Khadaya Nigam Mazdoor
Sangh, Lucknow.

AND

The District Manager, Food Corporation of India, 29-
B. N. Road, Lucknow.

APPEARANCE :

Shri M. Shakeel—for the workman and

Shri G. P. Pandey—for the management.

AWARD

The Central Government, Ministry of Labour, vide its notification No. L-42012(28)/85-D.V dated 6-2-1986, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the District Manager, Food Corporation of India, Lucknow, in termination of the services of Shri Asharfi Lal Pal with effect from June, 1977 is justified and legal? If not to what relief the concerned workman is entitled?"

2. The case of workman Shri Asharfi Lal is that his termination w.e.f. June, 77 is illegal as no notice, pay or retrenchment compensation was given to him and that the management did not maintained any seniority list of the category of the workman before his termination, and new hands were appointed at the same place of work and no opportunity for re-employ the workman was afforded by the management.

3. According to the management the workman worked from February, 77 to July, 77 only in all 108 days as casual labour in the management's Dal mill and when he did not turn up for further engagement from 7th July, 77 new hands were engaged. Workman summoned muster roll/attendance register of daily rated workman for the year 76-77, payment vouchers and layoff compensation for that period.

4. The workman contended that he worked for about 163 days in 1976 also and thus adding paid holidays i.e. Sundays and National Holidays etc. he has worked for more than 240 days.

5. Management filed monthly absentee statement for the period February, 77 to July, 77 which shows that there are two Asharfi Lal one is Asharfi Lal Pal and the other is only Asharfi Lal and that Asharfi Lal Pal in all 108 days worked during that period. Management produce attendance register of their Dal Mill Talkatora, Lucknow showing casual workers working there. It begins with 8-1-75 and in this there is name of Asharfi Lal but there is no name of Asharfi Lal Pal till January, 77. His name appears for the first time in February, 77. The name of Asharfi Lal and Asharfi Lal Pal both continues from February till July, 77 when he worked for 5 days in July, 77. From the attendance register it appears that after attending on 7th July, 77 the workman did not appear there throughout the month, hence his name was not carried over in the attendance register for the month of August, 77. It is contended on behalf of the management as is also born out by the attendance register that other Asharfi Lal continued to work thereafter who was working from he very inception October, 76.

6. In support of its contention the management filed affidavit of the District Manager incorporating the statement of the written statement. In cross examination he states that Asharfi Lal Pal joined the management in February, 77 and

worked till July, 77 in all for 108 days and after that he did not turn up for duty. He admits that no notice was given to the workman for his unauthorise absence.

7. On the other hand workman Asharfi Lal Pal gave his affidavit evidence alleging that he was working there since 1976 and that new hands were appointed after he was deprived of his service. In his cross examination he admitted having worked from 76 to 77 for more than a year and was cease to work in rainy season.

8. From the records it also appeared that the workman did not attend after 7th July, 77 which month is rainy season. The absence statement of the workman alongwith attendance register establishes that Asharfi Lal Pal started working from February, 1977 and ended in July whereas another Asharfi Lal was working from the very beginning whose name appears even in the attendance register of October, 1975 and is still working there. I don't think that there is any dispute about the identity of the persons as to reference is regarding Shri Asharfi Lal Pal and the name of Asharfi Lal Pal is there in the attendance register of management from February to July, 77 when the name of another Asharfi Lal is also there. Adding Sundays and national holidays would not rest the working days of Shri Asharfi Lal Pal to 240 days hence, there is no question of retrenchment compensation or notice pay. From the attendance register it appears that his name was carried over for the whole month of July, 77 and was included in the attendance of August, 77. Thus utmost it can not be said that his name was struck off from the rolls from 1st August, 77 and may amount to retrenchment. Again a question arises as to what right accrues to the workman. Admittedly no right accrued to him under section 25F of hte I.D. Act as he has not completed 240 days. As regards 25F of the act and 25G of the same the attendance register of the management shows that the workman attending on 7th July did not turn up for duty and management waited for him for the entire month i.e. upto 31st July, 77 and ultimately his name was not forwarded in the attendance register for the month of August, 1977. Had the workman appeared for work even in August, 77 his name would have been appeared and fresh hands would not have been taken. Thus it can not be said that the management has not complied with the rules of section 25G and other relevant provisions of the act. As the workman never appeared to offer himself for reemployment after 7th July, 1977 he would not be deemed to continuing in service of management.

9. Thus in view of the discussions made above I hold that the action of the management was justified and legal and the result is that he is not entitled to any relief.

10. I, therefore, give my award accordingly.

Let 6 copies of this award be sent to the Government for its publication.

R. B. SRIVASTAVA, Presiding Officer

[No. L-42012/28/85-D.V/D.II (B)]

का. भा. 1287.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य नियम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, प्रमुख में निम्नित प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1287.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 29th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, KANPUR

Industrial Dispute No. 264 of 1985

In the matter of dispute between;

The Chairman

Bhartiya Khadya Nigam Karamchhari Kalyana Samiti

Basant Behar Civil Line Moradabad.

AND

The District Manager

Food Corporation of India

Basant Behar Civil Lines

Moradabad

APPEARANCE :

Shri V. N. Sekhari—for the workmen

Shri K. D. Vashisth—for the Management

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42011/4785-D.V. dated 24th August, 1984 has referred the following dispute for adjudication to this Tribunal ;

Whether the action of the management of FCI in discriminating between the employees of Depots, Centres, Purchase Office, Pay Office and that of their District Office Moradabad (all under the District Office Moradabad) with regard to overtime rate since December, 1985 is justified? If not to what relief the workmen of District Office Moradabad are entitled?

2. It is admitted that the management of FCI Head quarter at New Delhi issued a circular No. 124 Jt. 14-12-82 regarding payment of over time allowance to employees of FCI working at ports, godowns and depots and it laid down therein in clause 1(i) that provision of shop and commercial establishment act in respect of over time allowance payable will be applicable only to the staff working in ports godown and depots falling within the local area to which the act has been extended. In para 2(c) it is laid down that regular employee of the head quarters zonal office RM office and District office and other administrative office of the corporation will not entitle to over time payments as per shop and commercial act. In the end in paragraph 4 it is laid down that existing procurement allowance shall not be payable at those centres where the shops and establishment act is enforced, thus obviating the payment of double allowance.

3. The claim statement has been filed on behalf of the employees of the district office of the FCI Moradabad. It is averred in the claim statement that UP Shops & Commercial Act 1962 is applicable to the District Office of the FCI ever since its inception in 1972 but the management had not paying over time to its district office employees in accordance with sec. 6 of the said shop and Commercial establishment act. It is averred that exclusion of the district staff in the management circular No. 124 dated 14-12-82 regarding payment of over time in accordance with UP Shop & Commercial Act is discriminatory and illegal. That the management vide circular dt. 3-8-83 and 2-9-83 extended the said over time rate to the staff employed in pay office sale points and purchase points under other Regional Manager's office and in this way employees working on the same roof are being paid different set of over time allowance and there is no reasonable for the discrimination.

4. Management contested the case on the grounds that the money computation can not be allowed in this case. It is contended that the government of Uttar Pradesh has since granted exemption to all the units of Food Corporation of India situated in U.P. from the operation of provision of sub-section 1 and 2 of section 6 of the Shop & Commercial

Establishment Act duly notified in gazette dated 19-9-85 hence from the date of the notification the provisions of U.P. Shop Act is not applicable to Food Corporation of India. It is also contended that Food Corporation of India is not a shop or commercial establishment as it does not carry on any trade or business nor it renders any service to customers. It has only beneficiaries and the work is done only on the basis of no profit and no loss. Management has averred that the pay office sale points and purchase points are not considered as administrative office and hence staff posted in these units was brought within the ambit of Shop & Commercial establishment. Thus there is no discrimination and unjustable action. That it is wrong to say that employees working under same roof are discriminated on the point of payment of overtime rather some of the employees of pay office open during procurement season are accommodated in the premises of district office for want of separated accommodation and both the set of workers have different nature of jobs and duties.

5. In support of its contention management examines one Shri B. D. Agarwal on affidavit who testifies the averments of written statement. He deposed that the district office of FCI, Moradabad is situated within municipal limits but Moradabad depot is not located in the district office Moradabad. He however, admits that during procurement period in which season the pay office is opened temporarily for two or three months for payments. He further clarifies that there is no purchase office at Moradabad but there are purchase centres as all these depots are under the district office and in all there are three pay office including one at Moradabad and all these pay offices and purchase centres functions for about 2 or 3 months in each season. He admits that all the workmen who have signed the claim statement are class 3 and class 4 of the management as Food Corporation of India Staff Regulation and besides field allowance given to quality control staff and over time rate of their pay and allowance for class III and class IV are the same. He admits that prior to December 82 the over time allowance was same for entire staff. He admits that management adopted rate of shop and commercial establishment act for over time payment for December, 1982 to September, 85 for the employees who have posted temporarily at pay office purchase centres and depot staff. He however, maintaining that the shop and commercial establishment act is not applicable and UP Government has exempted Food Corporation of India from the operation of the said act. He further states that District office staff is allowed to work over time at District Office which paid over time according to Central Government and when they were sent outside to pay office purchase centres they are paid over time under UP Shop & Commercial Establishment Act. He further states that Food Corporation of India is not a profit earning concern, and what ever surplus is gained is transferred to Central Government Account. He however, admits that selling rate is higher than the purchase rate. In the end he admitted that he has no knowledge if management gave any notice under section 9-A of the I.D. Act to the Government for reducing the rate of over time from Sept., 85.

6. Workman at this stage filed letter of the union addressed to the management Director FCI, intimating that the Bombay High Court in its writ petition No. 1814 of 1985 dated 17-10-85 has held that mere grant of exemption by the State Government from the application of Shop & Commercial Establishment act would not lead the employees being denied payment of overtime unless procedure prescribed in section 9A of the I.D. Act is complied with.

7. It is not the case of payment of over time to the employees who were entitle to overtime under Shop & Commercial Establishment Act rather it is a case where there is discrimination in rate of payment of overtime and whether that discrimination is justified.

8. On the other hand on behalf of workman one Shri Aslam gave his affidavit evidence making averments of the claim statement and also reiterated the decision of the Bombay High Court in writ. He admits that in the district office in FCI there is no purchase office but only purchase centres. He admits that in head quarter, zonal office, District office and other administrative offices all over India over

time allowance is payable at the Central Government rate. He denies that District Office employees were paid over time at the rate of Central Government while pay office/purchase centre employees of the Moradabad working in the same premises were paid over time allowance at the rate of Shop & Commercial Establishment Act. He admits that from 19-9-85 the workers of pay office godown depots and purchase centres are again getting over time at the rate of Central Government employees as was payable to them prior to 14-12-82. He admits that Shop act was applicable to F.C.I. from 1-12-82 which has ceased to apply w.e.f. 19-9-85. The management in the end posed the question which was nothing but the same which is a matter of adjudication and has been referred for giving award by the government hence it was disallowed.

9. The management vide its circular No. 124 dated 14-12-82 conceded that shop and commercial establishment act applied to employees working in depot, purchase centres and pay office. The discrimination on the point of payment of over time allowance was not on account of the sweet will of the management but on account of the fact that FCI besides its administrative office have to make purchase and for that maintained depot purchase centres and pay office for that which under taking came in the definition of commercial establishment even though allegedly it was done on the ground of no profit no loss or the gains were deposited in government account. Thus the working of two set of employees one working in the administrative office and one for purchase of procurement and subsequent sale to government agencies at a different set of working and it was on that account that shop and commercial establishment act UP Apply to officials and staff working in the procurement scheme and as they come under the commercial establishment the over time had to be paid according to that act. UP Government has since exempted the procurement staff from the purview of shop and establishment act and now all the employees whether of administrative office or procurement staff are being paid over time at one and the same rate. Thus it can not be said that the management of Food Corporation of India discriminated between the employees of depot centres purchase office and pay office from the employees of their administrative office Moradabad regarding over time rate since December, 82 and different rate of over time was paid to those employees under act hence action of the management was reasonable and justified.

10. As regard averments of payment of money benefit in the prayer clause of the claim statement, the same can not be done. Computation is done under section 33-C-2 of the I.D. Act if a workman has an existing right on the basis of award or settlement.

11. I do not agree with the management's contention that the U.P. Shop Act being a special act has no application as against the rules regulation made under authority of the Central Government.

12. In the circumstances and what has been discussed above, I hold that the action of the management of Food Corporation of India is justified and the workmen are not entitled to get any relief on that count.

13. I, therefore, give my award accordingly.

14. Let six copies of this award be sent to the Government for its publication.

Dt. 20-4-87.

R. B. SRIVASTAVA, Presiding Officer

[No. L-42011/4/85-D.V/D.II(B)]

का.आ. 1288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कैंटोनमेंट बोर्ड के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ने 2, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1288.—In pursuance of section 17 of the Industrial Disputes Act, 1947. (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantt. Board and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, BOMBAY

Reference No, CGIT-32 of 1986

PARTIES:

Employers in relation to the Cantonment Executive Officer, Cantonment Board.

AND

Their Workmen

APPEARANCES:

For the Employer : Mr. S. N. Khurpe, Advocate.

For the Workman : Mr. D. S. Gaikwad, General Secretary of the Pune Cantonment Kamgar Sangh.

STATE : Maharashtra. INDUSTRY : Cantonment Board.
CAMP : Pune.

Pune, the 2nd day of March, 1987

AWARD

By order dated 10th December, 1986, the Central Government in exercise of the powers conferred by clause (d) of sub-section 1 and 2A of the Section 10 of Industrial Disputes Act, 1947, has referred the following dispute for adjudication, to this Tribunal :

"Whether the action of Cantonment Executive Officer, Cantonment Board, Dehu Road, Dist. Pune in terminating the services of Shri Shyam Zende, Octroi Peon is legal and justified? To what relief the workman is entitled?"

2. The workman, Shri Shyam Yeshwant Zende, was in the employment of the Dehu Road Cantonment Board from 3rd July, 1975 to 10th May, 1984. His services were terminated by order dated 10th May, 1984. According to the workman, the termination of his employment amounts to retrenchment within the meaning of S. 2(oo) of the Industrial Disputes Act and as he actually worked for more than 240 days in six calendar years each prior to the termination, it was incumbent upon the management to follow the procedure prescribed in S. 25F of the Industrial Disputes Act and as the prescribed procedure was not followed, the retrenchment is invalid and the termination of his services is illegal.

3. According to the workman, he had served as a substitute Octroi Peon from 3rd July, 1975 to 10th May, 1984, and he worked for 80 days in 1975, 82 days in 1976, 86 days in 1977, 244 days in 1978, 343 days in 1979, 341 days in 1980, 296 days in 1981, 350 days in 1982, 361 days in 1983, and for 110 days in 1984, during the period from 1st January, 1984 to 10th May, 1984. This position is not disputed.

4. The Cantonment Board has contended that the workman was appointed as a substitute in leave vacancies from time to time and that his appointment was to terminate automatically at the end of the period mentioned in the last such order, and hence the workman is not entitled to reinstatement. The Board further contended that the activities of the Cantonment Board such as "assessing and collecting taxes, registration of births and deaths, securing suitable occupation, removing undesirable obstruction in public places and establishing and maintaining a system of vaccination would not be covered by the definition of Industry", within the meaning of the Industrial Disputes Act and hence octroi department of the Cantonment Board is not an industry within the meaning of the Industrial Disputes Act, and therefore the reference itself is bad in law and is not maintainable.

5. In support of the contention that Octroi Department of the Cantonment Board is not an industry, reliance was sought

to be placed on a Division Bench decision of the Punjab High Court in the case, between Cantonment Board, Ambala Cantonment and State of Punjab and others (1961-I-LLJ-p. 734). Same view of the matter was taken by the division bench of the Bombay High Court in the case of Abdul Sabir Khan and others V/s. Municipal Council, Bhandars (1970-LIC-p. 588). The position was reiterated by another Division Bench of the Bombay High Court in Mehkar Municipal Council, Mehkar Vs. Municipal Octroi Employees Union (1975 Maharashtra Law Journal-p. 313). It was held in that case that having regard to the decisions of the Supreme Court in Madras Gymkhana Club case (1968 LIC-p. 547) and the Safdarjung Hospital Case (1970 LIC-1172), the test which was originally laid down by the Supreme Court in the Corporation of City of Nagpur Vs. Its Employees (1960-I-LLJ-p. 523) should not be applied for deciding whether the octroi department of the municipality is an industry or not.

6. In two later decisions, namely, Municipal Committee, Rajkot Vs. Ram Lal Jain and others (1965-I-LLJ-p. 652) and Municipal Committee, Banga Vs. State of Punjab and others (1973 LIC p. 360), it was held that the octroi department of a municipality, which collects revenue for discharging various activities of the municipality is an 'industry' as defined in S. 2(j) of the Industrial Disputes Act. More over in view of the decision of the Supreme Court in the case of Bangalore Water Supply Vs. A. Rajappa (1978-LIC-p. 467) the above referred earlier decisions in which it was held that octroi department of a municipality is not an industry, could not be said to be good law. In Bangalore Water Supply case, the Supreme Court discussed in detail the data laid down by the Supreme Court in Nagpur Corporation case (supra) and adopted the test formulated in that case expressly approving the statement of law made in the Nagpur Corporation case in which it was held that the employees in the tax department of a municipality were entitled to the benefits under the Industrial Disputes Act. In the Bangalore Water Supply case, Their Lordships of the Supreme Court held that the tax department of a local body is an industry and quoted with assent, the following observations of the Supreme Court in the case of Nagpur Municipal Corporation.

"The scheme of the Corporation Act is that taxes and fees are collected in order to enable the Municipality to discharge its statutory functions. If the functions so discharged are wholly or predominantly covered by the definition of "industry", it would be illogical to exclude the tax department from the definition. While in the case of private individuals or firms services are paid in cash or otherwise, in the case of public institutions, as the services are rendered to the public, the taxes collected from them constitute a fund for performing those services. As most of the services rendered by the municipality come under the definition of "industry", we should hold that the employees of the tax department are also entitled to the benefits under the Act".

7. Relying on this decision of the Supreme Court in Bangalore Water Supply case, division bench of the Bombay High Court consisting of Chandurkar and Deshpande JJ, held in Abdul Wahab Sk. Lal Bhal Vs. G.E. Patankar (1980 LIC-p. 623) that octroi department of the municipal council is an industry within the meaning of S. 2(j) of the Industrial Disputes Act. In view of this, it is too late in the day for the Cantonment Board, to contend that the Octroi Department of the Cantonment Board is not an 'industry'.

8. There is also no substance in the contention, that as the workman was a substitute, he is not entitled to the benefits under the Industrial Disputes Act. The definition of workman given in S. 2(s) of the Industrial Disputes Act does not make any distinction between substitutes and workman belonging to other categories. Not only that, but it includes an apprentice also. S. 25-F also does not recognise any such distinction. As a matter of fact, whenever the legislature wanted to exclude substitutes from the purview of any provision of the Act, they have specifically stated so in the relevant provision. It is pertinent to note that from the purview of S. 25-C, a Badli or casual Workman is specifically excluded. As mentioned above, S. 25-F does not specifically exclude a badli workman or a casual workman. The

said provisions is applicable to every workman employed in any industry who has been in continuous service for not less than one year. S. 25(B) defines 'continuous service.' By virtue of clause (1) of the said section "a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due of fault on the part of the workman;". Sub section (2) incorporates a deeming provision by virtue of which, "where a workman is not in continuous service within the meaning of clause (1) for a period of one year of six months, he shall be deemed to be continuous service under an employer—

- (a) for a period one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—
- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
- (ii) two hundred and forty days, in any other case;
- (b) for a period of six months, if the workman, during a period of six calendar.....

9. In view of this deeming provision, the fact that the workman in this case was appointed from time to time by separate orders has absolutely no significance. What is relevant is the position that as stated by the workman, he had actually worked for more than 24 days in as many as six calendar years before the retrenchment. He must, therefore, be deemed to be in continuous service for not less than one year under the Cantonment Board. It was incumbent on the Board to follow the conditions precedent laid down in S. 25-F before effecting the retrenchment. Admittedly, this was not done. The retrenchment is therefore invalid and the termination of the workman's service illegal.

10. The result is that the workman must be deemed to be in the service of the Cantonment Board and he would be entitled to full back-wages from the date on which his services were terminated, till he is actually reinstated. The Cantonment Board therefore, is directed to reinstate the workman forthwith and to pay him the full back-wages with all other benefits within two months from the publication of this Award.

11. Award accordingly.

M.S. JAMDAR, Presiding Officer
[No. L-13012/11/85-D. II(B)]

का.आ. 1289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सोनियर इंजीनियर डी पी ओ नारदन रेलवे के प्रबंधन से सम्बद्ध निदेशकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 30 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1289.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Engineer D.P.O. Northern Railway and their workmen, which was received by the Central Government on the 30th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER,
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 42 of 1986

In the matter of dispute between

The Zonal Working President,
URKU, 96/196 Roshan Bajaj Lane,
Ganesh Ganj,
Lucknow.

AND

The Divisional Personnel Officer,
Northern Railway,
Hazaratganj,
Lucknow.

AWARD

1. The Central Government Ministry of Labour vide its notification No. L-41012/23/85-D. II(B) dt. 14-2-86 has referred the following dispute for adjudication to this Tribunal:

Whether the action of Sr. Engineer Northern Railway Lucknow terminating services of Shri Munna Khalasi Casual Labour IOW Lucknow w.e.f. 15-7-78 is justified? If not, to what relief he is entitled to?

2. The case of the applicant is that he was khalasi under IOW Alambagh Lucknow since 10-10-71 and worked as such till 14-7-78 with periodical breaks but from 15-7-77 on words upto 14-7-78, the workman had worked for more than 240 days as per details supplied by the workman, the period of working comes to 251 days. It is averred that his services were terminated without notice, notice pay or retrenchment compensation and that juniors were retained and fresh hands were recruited without giving him a chance and thus there is violation of provision 25G and H of the I.D. Act and also violation of rule 77 and 78 of the I.D. Central Rules, thus the termination is void abinitio and the workman is entitled for reinstatement. The workman has filed annexure 1 and 2 alongwith the claim statement that he had been making applications to Senior Engineer Northern Railway, Lucknow for being provided with work. Workman has filed annexure IV copy of the managements parawise comments before the Assistant Labour Commissioner (Central), Kanpur which is dated 23-4-84, on whose failure report the present reference has been made by the government.

3. The management has admitted that the workman was engaged as casual labour on daily rated basis under IOW Alambagh Lucknow against various sanction for completion of urgent work. That the engagement of the workman was for a specific period already notified on the muster sheet which was brought to the notice of the workman at the time of engagement itself and that after expiry of sanction the services of the workman automatically terminated and thus the provisions of the industrial dispute act does not apply and in this case as the workman was a casual labour for the work charged post in different periods. The management has denied that the workman completed 240 days in any span of one year. Management has given number of working days from 15-7-77 to 14-6-78 according to which the total number of working days comes to 230 days only. It is averred further that as the workman did not turned up for work after 14-7-78 he is not entitled to get any relief and thus he is not entitled to be reinstated in service with full back wages.

4. The management has filed various sanction and attendance sheet pertaining 9-12-77 to 24-12-77 and 18-3-78 to 31-3-78 wherein the workman have been shown to have work from 9-12 to 24-12, and in the period 18-3-78 to 31-3-78 on dates 28, 29 and 30th March he has shown to have been absented.

5. On the other hand the workman has filed copy of the parawise comments of the Sr. Engineer Northern Railway Lucknow before A.L.C. Central a copy of which has been also filed alongwith claim statement.

6. After objections parties had lead evidence and witness were cross examined. Workman filed 4 documents per list dt. 7-11-86. Annexure IV of the same is the workman's copy of parawise comments submitted by management under signature of Sr. Engineer Northern Railway Lucknow before A.L.C. Central where in number of working days have been shown. Workman has also filed applications addressed to Sr. Engineer Northern Railway, Lucknow, which were duly received in his office under seal with the request for observing the workman in work.

7. As fresh evidence was adduced after close of the parties evidence and arguments, fresh opportunity was given to the management to cross examine the workman and the management did not cross examine the workman.

8. On behalf of the workman Shri Hira Nandanani appeared in the witness box and has testified the averments made in the written statement regarding number of working days of the workman as 230 days only in span 15-7-77 to 14-6-78. In cross examination he has deposed that the workman was ceased to work on 14-7-78 as sanction for had come to an end on that date. He has admitted that this sanction of the maintenance department. He further states that as sanction expired there was no question of putting any notice on the notice board regarding termination or at the time of appointment whether the work has been sanctioned for the specific period and obtain thumb impression under very sheet of appointment. It may be mentioned here that no such attendance cum pay sheet has been filed bearing thumb mark of the workman. He has further stated that it was on that count that no notice pay or retrenchment compensation was paid to the workman. He admits that after the termination fresh work on sanction was started but no notice was given to workman to appear for work. He admits that he does not have any casual labour register for the workman and that the workman worked only for 230 days and that the workman worked only for 230 days during span 15-7-77 to 14-7-78. He states that except for casual labour sheet but no casual labour register is maintained. He has denied that workman given management any application for employment and that he has no copy of the letters given to him as having been filed by workman.

9. On the other hand workman has filed affidavit evidence reiterating the stand of the claim statement but rectifying the mistake appearing in para I of the claim statement that the worked for 15-9-77 to 11-4-77 for 31 days, this admission of mistake for 15-9-77, he has corrected in his affidavit as 15-10-77 and in this way counting from 15-10-77 to 14-11-77 it will come to 31 days and the recital in the claim statement that working from 15-9-77 to 14-11-77 would be 31 days obviously wrong. In cross examination he has admitted that he is illiterate and can sign only. He deposed that he had given application to the railway management after his termination. In his second cross examination on 29-12-86 he testified that he had given application to AE at Charbagh and that no paper was given to him. He further states that in 1983 he gave application to Shri Agrawal IOW who did not gave any receipt.

10. Work under Sr. Engineer even for work charge is an open line work unless proved that work was taken on project thus all casual labour employed on open line after completion of 120 days which will acquire temporary status and are entitle to retrenchment compensation after completion of 240 days of work in span of one year in view of Sunder Money's case reported in 1976 S.C. It is not denied that the workman is working of an on form 1971 and worked lastly till 14-7-78. According to management the workman never completed 240 days in a span of one year or 120 days continuously and thus acquired no temporary status and was not entitle to retrenchment compensation under section 25F of the I.D. Act. Accordingly the management after the completion of last sanction which noted on 14-7-78, the workman never appeared for work. It is further argued that the workman had no right to get work. Management has also admitted that after 78 the dispute was raised as late as 1986 hence the claim should be rejected on the ground of delay and thus the claim belated. According to the workman the period admitted by the management before the ALC Central copy of which has been filed by the workman on 7-11-86 as annexure IV and copy of which has also been filed earlier alongwith claim statement shows that during period 14-7-78 to 15-7-77 counting back word the workman had completed more than 240 days which comes to 251 days. This statement is sent by none else but the Senior engineer himself and was filed before ALC copy of which has been given to the workman. I have observed earlier that the work under Sr. Engineer and is got executed by the Inspector of Works is open line work and not a project. Moreover, the management has not filed any document to show that the work taken from the workman during this period was on project. As the workman completed more than 240 days in one year his termi-

nation without notice and retrenchment compensation would be illegal in view of law laid down in Robert DeSouza case referred in above. Reference may also be made to H. D. Singh Versus Reserve Bank of India L&S 85 page 733 which lays down that even striking out the name from the muster rolls amounts to retrenchment and the compliance of section 25F should have been done. Workman had been approaching the management with letters, dated 27-11-82, 8-11-83 and 26-10-83 which is duly received in the office of the management under the seal of the management i.e. Sr. Engineer, hence it cannot be said that the workman had not taking steps after his termination. Moreover he stated proceedings before ALC which resulted failure report and consequently made reference for adjudication.

11. In these circumstances and for the reasons discussed above I hold that the action of the Sr. Engineer NR Lucknow in terminating the services of Shri Munna Khalasi casual labour w.e.f. 15-7-78 is not justified. The result is that he will be reinstated in service with full back wages.

R. B. SRIVASTAVA, Presiding Officer

[No. L-41012/23/85-D.II(B)]

मई दिल्ली, 7 मई, 1987

का.घा. 1290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमांडर वर्क्स इंजीनियर एस ई एस अहमदाबाद के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, झगड़ों में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकटित करती है, जो केन्द्रीय सरकार को 30 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 7th May, 1987

S.O. 1290.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, in the industrial dispute between the employers in relation to the management of Commander Works Engineer MES Allahabad and their workmen, which was received by the Central Government on 30th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, KANPUR

Industrial Dispute No 257 of 1985

In the matter of dispute between:

Shri Rajendra Prasad Verma,
Son of Shri Manik Chand,
749, Muthiganj,
Allahabad.

AND

The Commander Works Engineer.

MES,

Allahabad.

APPEARANCE:

Shri B. D. Tewari—for the workman.

Shri R. R. Mansingh—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-13012/11/84-D.II(B) dated 25th July 1985, has referred the following dispute for adjudication:

Whether the action of the Commander Works Engineer MES Allahabad in terminating the services of Shri Rajendra Prasad Verma pipe fitter w.e.f. 3-6-81 and depriving the workman of his right of permanent absorption in service is legal and justified? If not, to what relief is the workman concerned entitled?

2. It is common ground that the workman was a casual labour on 19-6-80, but according to the management his appointment was only for 89 days and he worked upto 205 GI/37—3

15-9-80. It is specifically denied that the workman worked only upto 25-9-83 as alleged. The workman has taken the plea that persons appointed later to his appointment as pipe fitter were allowed to continue where as his services were dispensed with and that the termination was in violation of section 25F, hence the termination was illegal. He has consequently prayed for his reinstatement with full back wages. On the point of 25F of the I.D. Act he averred that he has worked for 242 days during that calendar year recurring back ward from 1-6-81. It is averred that after his termination of service on 10-6-81, he was re-employed w.e.f. 18-6-81 and continued to work for 89 days i.e. up to 24-9-81. He was again employed w.e.f. 26-2-82 and allowed to continue till 25-4-82 when his services were again terminated on 24-4-82. He was again re-employed on 17-5-82, and allowed to continue till 15-6-82 and lastly he was terminated on 25-6-83, which too was illegal and consequently he is entitled to be reinstated. The management denied that the workman worked continuously upto 25-3-83.

3. It is averred by the management that the petitioner was given casual appointments in writing for fixed period with clear understanding that his service was only for a fixed period and not on regular basis and his service could be terminated without notice and without assigning any reason. It is admitted by the management that no termination order was issued during the pendency of the casual appointment and his appointment came to an automatic end by efflux of time contemplated in the appointment order. It is further averred that section 25F of the I.D. Act is not applicable and that no person junior to the petitioner was appointed on regular basis. Management has admitted in para 10 of the written statement the number of days workman worked separately during the years 1980, 81, 82 and 1983. In the year 1980, the management wrongly gave working of 21 days from 16-8-80 to 15-9-80 whereas actually it should have been 31 days. Management has again stated that the workman never worked for 242 days in a year.

4. In support of his contention the workman has filed his affidavit alongwith annexure I that during the period 19-6-80 to 10-6-81 he has completed 240 days. The workman filed documents showing that he worked from 19-6-80 to 18-7-80 initially as admitted by management and thereafter from 19-7-80 to 15-9-80 and from 8-10-80 to 7-12-80 and 11-3-81 to 10-6-81 which comes to more than 240 days.

5. In support of its contention the management examined and filed affidavit of Shri S. S. Thakker Garrison Engineer, Air Force Barrack, Allahabad, He has reiterated the stand of the written statement. He has averred that as Ram Adhar Som Nath and Ganesh Prasad were not regular employee the question of their priority of seniority are irrelevant. In cross examination he admits that workman worked from 19-6-80 to 15-9-80 for 89 days and again from 8-10-80 to 3-11-80 and from 11-3-81 to 7-6-81 total 231 days. When confronted with annexure A filed alongwith workman's affidavit the witness stated that he can not say if any such gate pass was ever issued and is genuine. If that period of service of the workman terminated on 30-11-80 there was no question of renewal of his gate pass from 8-10-80 to 7-12-80 and similarly if his termination came on 7-6-81 there was no question of renewing the gate pass from 11-6-81 to onwards, unless disproved by any other cogent evidence. I am not inclined to believe the workman contention that he worked during period shown in annexure filed alongwith affidavit which completes the working of more than 240 days. The management witness has admitted that no termination letter was issued to the workman nor any notice or retrenchment compensation was given to him. Regarding Ram Adhar Somnath and Ganesh Prasad he has no knowledge if they are still working or that they were appointed after the workman was ceased to work. In the end he admitted that in case of casual workers engaged as pipe fitters no such list is maintained.

7. Management by way of affidavit took a plea that according to the recent amendment in the definition of industry in the industrial dispute act by act 46 of 1982 which came into effect on 21-8-84 any action of the government relating to the sovereign functions of the government dealing with defence etc. are excluded from the definition of industry. In this connection management has filed officer

memorandum dated 2-1-86 of under secretary in which he observed as follows:

Reference Government of India, Ministry of Labour & Rehabilitation (Department of Labour) O.M. No. L-13012(11)/84-D. II(B) dated 30-1-85, on the above subject.

At the outset it is pointed out that the provisions of I.D. Act 1947 is not applicable to MES as the activities of the MES can not be deemed commercially valuable and also because of all defence formations being related to sovereign functions of the Central Government stand excluded from the provisions of the term industry as defined in the I.D. Act after the amendment thereto made in 1983. As such Shri Rajendra Prasad Verma has no right for any claim under the said act.

It may further be added that Shri Rajendra Prasad Verma was employed on a casual basis for a work which was of intermittent and casual nature and duration of which was not exceeding six month period at a stretch. The details of the spells of period for which he was employed are quoted in the appendix A. It would be observed there from that he had not done for more than 240 days of service in any calendar year from 1980 to 1983.

As clarified above no technical breaks have been given after 89 days as has been alleged because the employment was job oriented and was not of regular nature. The question of adopting unfair Labour Practices in his case does not therefore arise.

and on that count the management filed a supplementary affidavit written statement taking the plea that defence is a sovereign function and the management is not an industry. The workman has filed appointment order dated 18-6-80 whereby he was appointed for a period of 30 days ending on 18-7-80. Workman has filed original of the annexure of temporary gate pass alongwith his affidavit for the period 19-6-80 to 18-7-80, initially which was extended thrice under the signature of AGE MES and which on calculation shows that he worked for more than 240 days. The workman objected to taking a fresh plea but the same was not disallowed as the plea of jurisdiction can be taken even without plea.

8. Workman during course of argument has drawn my attention to Ministry of Defence O.M. No. 3270/9929/D Lab. dated 29-7-55, on the point of interpretation of the workman which clearly mentions that the term workman as defined under section 2(s) of the I.D. Act does not include any person employed in naval, military or air force of the Union and the said provision does not make any specific reference to combattant personnels. A doubt therefore, arose as to whether civilian employed in defence installations are covered by definition of workman given under section 2(s) of the Act. In consultation with the Ministry of Labour it has been held that civilian personnel in defence installation are workman within the definition of workman of ID Act.

9. Thus it is clear that the combattants in defence establishment of the government are deemed to be in active service are exempt from the provisions of the I.D. Act but if the defence installations amounts to workshop or does not some such thing which comes under definition of industry the civilian employed there can not be covered by the I.D. Act. Management has referred to the new definition of industry allegedly inserted by amending act of 46 of 1982 whereby any activity dealing with defence has been exempted under clause 1(6) of section 2(O). It may be mentioned here that the new definition of industry sought to be inserted by amending act 46 of 1982 has yet not come into force as the same has not been notified by government and old definition of the industry continues, taking into consideration the definition of industry as given out in Bangalore Water Supply Versus A. Rajappa.

10. There is no doubt that employing casual labour by MES as fitter is a systematic activity for satisfaction of human wants and wishes and would come in the definition of industry and as the workman is non-combattant and is skilled technical hand he would come under the definition of work-

man and ID Act would apply to the facts of the present case.

11. It has been averred that the workman has worked for more than 240 days in the span 17-6-80 to 10-6-81 thus he would be entitled to protection of I.D. Act and also retrenchment compensation and notice pay under section 25F of the Act. The argument that his termination was self contained in the appointment letter will be of no avail as in preemptive clause made in the appointment order will not take away a right given to the workman at the time of his termination. Admittedly no notice or retrenchment compensation was given to the workman, the termination would be illegal and the workman would be entitled to be reinstated in service with full back wages.

12. I, accordingly hold that the action of the Commander Works Engineer MES Allahabad in terminating the services of Shri Rajendra Prasad Verma pipe fitter w.e.f. 3rd June, 1981 and depriving the workman of his right of permanent absorption in the service is illegal and unjustified. The result is that he will be reinstated forthwith and considered for permanent absorption as and when permanent vacancy occurs.

13. I, therefore, give my award accordingly.

14. Let 6 copies of this Award be sent to the Government for its publication.

Dated : 20-4-87.

R. B. SRIVASTAVA, Presiding Officer
[No. L-13012/11/84-D. II(B)]

का.भा. 1291.—औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सोनियर डिबिजनल मैकेनिकल इंजीनियर लखनऊ के प्रबंधक ने सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1291.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, in the industrial dispute between the employers in relation to the management of Sr. Divisional Mechanical Engineer, Lucknow and their workmen, which was received by the Central Government on the 30-4-87.

BEFORE SHRI R. S. SRIVASTAVA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, KANPUR

Industrial Dispute No. 60 of 1986

Reference N. L-41012(32)/85-D.II(B), dated 18-3-86

In the matter of dispute between :

The Zonal President,
Uttar Railway Karamchari Union,
96/196-Roshan Bajaj Lance, Ganeshganj,
Lucknow.

AND

The Senior Divisional Mechanical Engineer,
Northern Railway, C/o D.R.M. Hazratganj,
Lucknow.

APPEARANCE :

Shri B. D. Tewari—for the workman.

Shri Ravi Jauhari—for the management.

AWARD

1 The Central Government, Ministry of Labour, vide its notification No. L-41012(32)/85-D.II (B) dated 18-3-1986.

has, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the Senior Divisional Mechanical Engineer Northern Railway, Hazratganj, Lucknow in terminating the services of Shri Mool Chand Mishra, Cleaner, Loco Shed, Northern Railway with effect from 4-9-81 is legal justified ? If not, to what relief the workman is entitled to ?"

1. The case of the workman is that he was substitute temporary employees in Loco Shed Northern Railway since February 1980 but was retrenched with effect from 4-9-81 without assigning any reason or giving any notice or notice pay or retrenchment compensation which retrenchment was void abinitio thus the workman has prayed his reinstatement with full back wages.

2. The management in its written statement has denied that the workman worked in the Loco Shed since February 1980 or that he was retrenched from 4-9-81. According to the management and as per records the workman never completed 120 days of service nor 240 days service in a span of one year and hence is not entitled to reinstatement with full back wages. That casual labours are engaged in exigency of work and hence have no locus standie. Management has also taken the plea that the tribunal has no jurisdiction as the reference is bad in the eye of law. The workman has filed photo copy of envelopes from June 80 to June 1981 alongwith photo copy of pass No. 559615.

3. On behalf of the management one Shri R. B. Yadav filed his affidavit evidence reiterating the stand of the written statement and stated that he did not complete 240 days in span of one year. The workman was issued railway pass for the month of December, 1980.

4. In cross examination the witness has admitted that railway pass is issued to a casual labour only after he has completed 120 days of work i.e. after acquiring temporary status. He further admits that no notice or notice pay or retrenchment compensation was given to any of the substitute who caused to work.

5. On the other hand workman has given his affidavit evidence alleging that he is working in the Loco Shed as substitute from 1st February 80 and worked continuously till 4-9-81. He has deposed that the pay slips filed by him prove that he has completed 240 days and that in the month of July, August and September 1981 no slips were issued and payments were made on paid voucher. In cross examination workman has deposed that he was appointed in the railway by Mech. Engineer Mr. Kowji in the Loco Department and was terminated without assigning any reason on 4-9-81. Pay slips rather photo copy of the pay envelopes, basic pay is given as 196 in the month of June 80, August September, October, November, December 80 and January 81 to June 81 in all of which the basic pay except that of February 1981 is given as 196 and in February 81 total emoluments is shown and not basic pay. 196 is the minimum of the scale rate, thus it stands established that the workman worked for entire month from June 80 to September, 1981 and in that way the number of working days would come to much more than 240 days. The workman would thus be entitled to protection of Sec. 25-F of the I. D. Act and his termination would not have brought to an end without complying the provisions of section 25-F of the I. D. Act and he would be entitled to reinstatement and as admittedly no retrenchment compensation was paid the reinstatement is illegal and he is entitled to be reinstated in service.

6. The management has drawn my attention to the letter No. 220E/190 dated 8-9-82 of the General Manager showing that there was a ban on intake of fresh casual labour after 1-6-78 and recruitment could be done only on personal orders of the DRM. It may be so but for I. D. Act the employer in case of the railway casual workman would be district officer incharge or the D.P.C. or the Personnel Officer, in view of rule 2(g)(ii)(a). Thus DRM does not come in picture and if casual labour were employed in the loco shed and were paid and continuously worked for 240 days they will be deemed to have acquired temporary status for section 25 of the I. D. Act.

7. It is argued that a casual labour can not be employed to a lien basis not he can be appointed to help a technical man i.e. fitter etc. There is nothing to show that unskilled casual labour can not be employed in loco shed may be for assistance for technical hands.

8. Thus in any view of the matter as the workman has succeeded in establishing that he worked for 240 days and was paid for it as casual rate, he is entitled to benefit of section 25-F of the Act and for non compliance of the same the termination would be void abinitio and illegal and the workman will be reinstated in service.

9. I, therefore, hold that the action of the railway management is not justified and legal and the result is that the workman is reinstated in service.

10. I, therefore, give my award accordingly.

11. Let 6 copies of this award be sent to the Government for its publication.

Dated : 20-4-1987.

R. B. SRIVASTAVA, Presiding Officer
[No. L-41012/32/85-D.II(B)]

का.प्र. 1292.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य निगम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29 अप्रैल 1987 को प्राप्त हुआ था।

S.O. 1292.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 29-4-87.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, KANPUR.

Industrial Dispute No. 20 of 1986

Reference No. L-42012/16/85-D.V. dated 17-1-1986

In the matter of dispute between :

Shri Sant Ram,
C/o Shri M. Shakeel,
President Bhartiya Khadya Nigam Mazdoor Sangh,
1 Abdul Aziz Road,
Lucknow.

AND

The District Manager,
Food Corporation of India,
29-B, N. Road, Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/16/85-D.IV dated 17-1-86 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the District Manager Food Corporation of India, Lucknow in terminating services of Shri Sant Ram, Ex-daily rated worked at their food storage depot, Talkatora with effect from 22-3-85 was legal and justified ? If not to what relief the workman is entitled ?

2. The case of the workman is that he was daily rated Workman in the management's Talkatora Depot Lucknow. That he was employed for work of permanent nature but was forced to work as casual labour and was paid at the rate given in Minimum Wages Act, which was an unfair labour practice. That even after completion of 240 days of continuous service in a calendar year before 22-3-85 yet his services

were terminated w.e.f. 22-3-85 without any notice retrenchment compensation as the management was aggrieved from the workman's trade union activities and wanted to take work as began at the residence of the District Manager. It is further averred that his juniors were allowed to continue to work whereas his services were terminated and further new hands were appointed for the similar nature of work at the same place.

3. Management contested the case on the ground that the workman was engaged from time to time as per availability of work in the quality control of FCI FSD Talkatora Lucknow as casual labour and type of work is purely temporarily and of casual nature. That he never completed 240 days in one calendar year as he was first engaged on 1st June, 1983, and lastly attended duty on 21-3-85 continuing upto 22-3-84, and from 21-3-83 to 1-6-84 he had worked for 215 days. Management's contention is that the workman's services were never terminated. In fact he himself willfully abandoned the work after 21-3-85 thus there was no question of payment of any compensation. The work man besides not attending duties did not come to receive exgratia paid to daily rated casual labour for the year 84-85 nor intimated the address at which his exgratia was to be sent through post nor authorised any person to appear in the FCI Office and to receive the same and in this way payment of Rs. 229, as exgratia for 84-85 pertaining to Santram is still lying pending with the management. Regarding seniority list the management has averred that engagement of daily casual labour is dependent upon volume of work and availability of required number of persons for that. Thus the question of maintaining the seniority list does not arise and in case of non-availability of old and experienced persons others have to be engaged irrespective of the juniors or new hands hence to complete the required work on a particular day.

3A. In the rejoinder the workman has averred that during the period where management has admitted 233 and 215 days of working respectively management did not count 51 days in a year on account of Sundays and 3 days on account of national holidays as working day. Thus adding national holidays and Sundays it would be more than 240 days in one calendar year. The management has admittedly violated the provisions of section 25-G H and F of the Industrial Dispute Act as well rules 76, 77 and 78 of the I. D. Central Rules while admitting that new hands were appointed and persons working were allowed to continue and further admission that no retrenchment notice was given show that violation of section 25-F of the act was also done.

4. To the interrogatories served by the workman, management replied that name of Santram was continued in the attendance record of the management upto 31 March, 85 and thereafter his name was not continued since he was not physically available to work as labour.

5. In support of its contention District Manager, Food Corporation of India gave his evidence on affidavit asserting that the workman willfully abandoned the job of casual labour since 22-3-85 and his work was purely a casual and temporary. He has also reiterated the stand taken in the written statement.

6. In the cross examination he stated that as per record no appointment letter was seems to have been given to the workman and the name of the workman was struck off from the muster roll in June 85 as he did not turn up for work after waiting for 3 days in March. He has further admitted that as he was absent from duty his name was struck. He has further admitted that new hands were appointed only when old hand are not available. He could not deny that new hands were not recruited after March 85 till June 85. He has however admitted that no letter ever sent to casual labour for their further engagement and that no seniority list is maintained of casual labour. He has further admitted that in the working days admitted by the management regarding workman weekly holidays and national holidays are excluded.

7. On the other hand workman Santram has given his affidavit asserting the case set out in the claim statement. He has stated in cross examination that he started work from 1st June 83 in FCI, continuously and was working in quality

control section and did all work of washing the floor putting medicines in wheat chattas and taking drinking water. He admits that he was getting payment at the daily rate and was ultimately told to go away by Mr. Shukla who also told him that he will be called when work was there. He was asked by that Shukla clerk to leave in the month of March 1985. He has further stated that he has given 2 or 3 applications regarding giving of duty photo copy of which he has filed. It may be mentioned here that these letters were never sent by registered post nor does it bear any signature in token of having received the same in the management's office.

8. Food Corporation of India particularly its depot and quality controls section are establishment and would come under the definition of industry having been established to satisfy the human wants and wishes where from the food grains are supplied to governmental and other establishments for payments. Thus for all intent and purposes the depots and FCI will come under the definition of industry. In an industrial undertaking if a man is required to work for a continuous period of one year or he is entitle to certain benefits under section 25-F continuous service may be in broken period and in case it is of broken period it must comprises working days of 240 days and counting back word from the date of termination. Management itself has admitted that the workman worked for 215 days and 233 days in the two consecutive years excluding Sundays and national holidays. If Sundays and national holidays are added to it naturally the period of working would come to more than 240 days in a span of one year. In view of law laid down in Workmen of American Express Versus Management of American Express 1985 SC LS page 940 wherein it is laid down actually worked for not less than 240 days appearing in section 25-B (2)(a)(ii) explanation includes the paid holidays. Under shop and Commercial Act no deduction is to be made from the wages of an employee on account of close day or holidays and if he is employed on daily wages he shall be paid his daily wage for the holidays at the casual labour rate. Thus the workman having worked as casual labour for more than 240 days in span of one year was terminated without retrenchment compensation would be illegal. Further the question whether striking out the name will amount to retrenchment or not it has been held in the case of H. D. Singh Versus Reserve Bank of India decided by Supreme Court of India, that striking out the names from rolls being termination for any reason what so ever comes under the definition of retrenchment and hence the provisions of section 25-F would apply to such cases also where names were struck of the rolls of such employees who had worked for more than 240 days in a year.

9. The management has admittedly controvened the provisions of section 25-F and G as no list of such casual employees was maintain and the workman was not called for work when there was need to recruit fresh hands. Further the name of the junior most should have been struck off from the rolls and not of the workman. If workman deliberately did not come to attend duties after having acquired temporary status after having worked for more than 240 days he should have been issued a show cause notice and terminated according to law after following the procedure.

10. In view of the discussions made above, I hold that the action of the management in terminating the services of the workman was not justified and the result is that the workman has to be reinstated in service.

11. I, therefore, give my award accordingly.

Let six copies of this award be sent to the Government for its publication.

R. B. SRIVASTAVA, Presiding Officer
[No. L-42012/16/85-D.V/D.II(B)]

Dated : 20-4-1987.

का.प्रा. 1293.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधक से सम्बद्ध नियोजकों और उनके कार्यकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, कानपुर के पंचाट को प्रकशित करती है, जो केन्द्रीय सरकार को 2 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1293.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Kanpur in the industrial dispute between the employers in relation to the management of Food Corporation of India, and their workmen, which was received by the Central Government on the 29-4-87.

**BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, KANPUR**

Industrial Dispute No. 31 of 1986

Reference No. L-42012(25)/85-D.V dated 30th, January, 1986.

In the matter of dispute between :

The President,
Bhartiya Khadya Nigam Mazdoor Sangh,
1, Abdul Aziz Road,
Lucknow.

AND

The Distt. Manager,
Food Corporation of India,
29-B, N. Road,
Lucknow.

APPEARANCE :

Shri M. Shakeel—for the workman.
Shri G. P. Pandey—for the management.

AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-42012(25)/85-D.V dated 30th January, 1986, has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of FCI, Lucknow in denying regularisation and terminating the services of Shri Kishan, Ex-casual daily rated labour with effect from 8-12-1984 is legal and justified ? If not, to what relief and benefits he is entitled ?”

1. The case of the workman Shri Kishan is that he was appointed as daily rated unskilled casual labour at Talkatora Lucknow with effect from April 1981, and on account of trade union activity his name was struck off from the muster roll from 4-12-84 without any notice charge sheet, notice pay or retrenchment compensation. That the management has also not followed the principle of last come first go and the juniors to the workman were allowed to continue when the workman was terminated and that new hands were appointed without giving workman a chance of fresh appointment. The workman had completed 240 days in one calendar year before his termination and thus the termination was void and illegal and the workman is entitled to be reinstated in service with full back wages.

2. The management admits that the workman was engaged as casual labour not in April 1981 but from January 1981 and that the workman was engaged from time to time in site for purely temporary nature of work when the management has denied having terminated the services of the workman rather reiterated that the workman himself left the job after last attending duties on 8-12-84 and thereafter never turned up at site to learn whether there was still work available for him as daily earner or not. The management denied that the workman ever completed 240 days in one span of year and in these circumstances there was no question of issuing any charge sheet or paying retrenchment compensation. That the management always engaged old employees but in case of their non availability other hands had to be engaged to complete the required work in time. According to datas supplied, the workman worked for not more than 186 days in one year, thus the workman is not entitled to the relief claimed.

3. In the rejoinder the workman has given names of Tilak Uma Shankar, Santu and Malkoo Lal as persons who are working on the same nature of working since 72 but the workman has been forced to work alongwith them which still

called as casual labour. It is also averred in the rejoinder that the management contravened the provisions of section 25-G H and rule 76 to 78 of the I. D. Central Rules.

4. The management has filed two photo state copy of the monthly absentee statement that daily wages casual labour engaged at FCI site Talkatora Lucknow during May 1981 to December 1984 showing actual number of days, workman Shri Kishan was present for work. In the statement furnished it was mentioned that since during the monthly statement of January, 1982 to April, 1982, July to August 82, March 83 to August 82, May 83 and October 83 to December 83, February 1984 and August 84 there was no engagement of daily wage casual labour hence no documents for these months are submitted. Counting back work from December 1984 to January 84 the number of working days of the workman comes to 184 days, when mostly he worked for 25, 26 or 27 days in month except December and January. According to the management there was no document showing that there was any engagement in February and March 84 and again in August 1984. Thus in a span of one year counting back work from 8-12-84, the workman worked only for 184 days, even allowing Sundays and holidays in those months when he worked for 25, 27 days he will not be completing 240 days. It is established from the document that the workman did not come for duty in February, March and August as alleged as there was no work in those months.

5. It is contended by the management that the management never terminated the services of the workman on 8-12-84 rather workman himself stopped coming for work. The absentee statement of December 1984 filed by the management shows that the workman came on duty till 7th December 1984 shows that his name was continued till 15th but he was not present alongwith three others.

6. Thus it can not be said that the name of the workman was scored out from the attendance sheet on 8th December, 1984. The management witness admits that the name of the workman was not entered in the attendance register of next month and he did not turn up to collect wages for the 7 days. He further admits that daily rated workman were employed after 7-12-84. As workman had not complete 240 days in a span of one year he was not entitle to benefit of section 25-F of the I. D. Act.

7. Coming to the question whether he was entitled to benefit of section 25 H of the I.D. Act. It is admitted that fresh hands were appointed after 7-12-84. It is not disputed that striking out the name of the workman from the rolls will amount to retrenchment on the ground of termination by employer for any reason what so ever. But if the workman himself stops coming that will be called voluntarily retirement from work and that will not amount to retrenchment in view of section 2(oo)(a) of the I.D. Act and as the workman was not retrenched he will not be entitled to benefit of section 25H of the I. D. Act. The result is that the management never terminated the services of the workman on 8-12-84 and he would not be entitle to any benefit as claimed.

8. The workman has failed to show that he was terminated. On being questioned if he made representation to the management when terminated the workman answered in affirmative but stated that he has not filed copy of any of the representation made as they were lost in theft at his place. He further clarified that none of those letters were sent by post in registered covers. Thus no record about the sending any representation could be traced out from the postal department.

9. In these circumstances, I am not inclined to believe the workman that after termination he had made representation to the management.

10. In view of the discussions made above, I hold that the action of the management was justified and management has not terminated the services of the workman rather workman himself stopped coming for work. The result is that the workman is not entitled for any relief as claimed.

11. I therefore, give my award accordingly.

12. Let six copies of this award be sent to the government for its publication.

Dated : 20-4-87.

R. B. SRIVASTAVA, Presiding Officer
[No. L-42012(25)/85-D.V.] (D.II(B))
HARI SINGH, Desk Officer

नई दिल्ली, 7 मई, 1987

का.पा. 1294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, वेस्टर्न कोलफील्ड्स लि. की इकलेह्रा कोलियरी के प्रबंधन से सम्बन्धित नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 7th May, 1987.

S.O. 1294.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to management of Eklehra Colliery of Western Coalfields Limited and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(68) of 1985

PARTIES:

Employers in relation to the management of Eklehra Colliery of Western Coalfields Limited, Post Office Eklehra, District Chhindwara (M.P.) and their workmen S/Shri Sunderlal, Lakhanlal, Shiveharans and Tiklal, Timber Workers, represented through the Bhartiya Koyla Khadan Mazdoor Sangh, Post Office Chandametta, Chhindwara (M.P.)

APPEARANCES:

For Workmen—S/Shri S. S. Shakarwar, Advocate and R. S. Rathor.

For Management—S/Shri P. S. Nair, Advocate and D. Mewar, Dy. Personnel Manager.

INDUSTRY: Coal Mining.

DISTRICT: Chhindwara (M.P.)

AWARD

Dated April 20, 1987

This is a reference made under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Central Government in the Ministry of Labour, New Delhi, vide New Delhi, vide Notification No. L-22012(9)/85-D.V dated 5th August, 1985 for adjudication of the following dispute:—

“Whether the action of the management of Eklehra Colliery of Western Coalfields Limited, Chandametta, Distt. Chhindwara in stopping from work S/Shri Sunderlal, Lakhanlal, Shiveharans and Tiklal engaged on timber work with effect from 26-12-1983 and not paying them the wages for the period they were employed at the rate given under NCWA-II and III is justified? If not, to what relief the workers are entitled for?”

2. The parties contested the dispute with tooth and nail and even the workmen adduced oral evidence on 19-6-1986, but the management sought an adjournment for adducing evidence. Since then the evidence of the management could not be recorded for one reason or the other. On 16-12-1986 both parties requested for adjournment on the ground that they are negotiating for a mutual settlement and ultimately they have arrived at a mutual settlement and filed a Memo of Settlement dated 14-3-1987 on 9-4-1987 duly signed by S/Shri S. B. Singh, Sunderlal, Lakhanlal, Shiveharan and Diglal and S/Shri C. L. Jaiswal and D. Mewar on behalf of the management. This Memorandum of Settlement is attached with an application signed by Shri C. L. Jaiswal, Deputy Personnel Manager and Shri S. B. Singh, President,

B.K.K.M.S. (BMS) Chandametta requesting to give an award in terms of the settlement which are as under:—

1. Management agrees to appoint as fresh employees to S/Shri Sunderlal, Lakhanlal, Shiveharan and Tiklal as underground piece rated Tub Loaders, in any of the mine of the Panch Area where there is a requirement.
2. They will be engaged as piece rated Tub Loaders subject to being found medically fit by the Area Medical Board/Medical Supdt. Barkui Hospital.
3. These persons will be appointed on probation period of 6 months and if performance and/or conduct during the probation period is not found satisfactory their services will not be liable to be terminated.
4. The Union and workmen agree to forgo and give up all other claims or benefits including foregoing of any past claims of what-so-ever nature and accept the above terms as full and final settlement and shall not claim any other benefits in respect of the matter in dispute.
5. This settlement shall not be treated as a precedent in any other case.
6. The parties agree to file the compromise settlement before the Presiding Officer, CGIT, Jabalpur and request for an Award in Terms of the Settlement.

3. I have considered the above terms of settlement and am of the opinion that the terms of settlement are fair, just and in the interest of the workmen concerned. I, therefore, record my award in terms of the aforementioned settlement and make no order as to costs.

V. S. YADAV, Presiding Officer
(No. L-22012/9/85-D.V/D.II(B))

का.पा. 1295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, शिवपुरी ओपनकास्ट माइन प्राइवेट लि. के प्रबंधन से सम्बन्धित नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अप्रैल, 87 को प्राप्त हुआ था।

S.O. 1295.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Shivpuri Opencast Mine of Western Coalfields Limited, P.O. Shivpuri, District Chhindwara (M.P.) and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(55) of 1986

PARTIES:

Employers in relation to the management of M/s. Shivpuri Opencast Mine of Western Coalfields Limited, P.O. Parasia, District Chhindwara (M.P.) and their workman Shri Chandrapal Singh, Operator, Shivpuri Opencast Mine, represented through the Bhartiya Koyla Khadan Mazdoor Sangh (BMS), P.O. Chandametta, District Chhindwara (M.P.).

APPEARANCES:

For Workman—Shri S. S. Shakarwar, Advocate and Shri R. S. Rathore.

For Management—Shri P. S. Nair, Advocate and Shri D. Mewar, Deputy Personnel Manager.

INDUSTRY: Coal Mining

DISTRICT: Chhindwara (M.P.)

AWARD

नई दिल्ली, 12 मई 1987

Dated: April 21, 1987

The Central Government in the Ministry of Labour by Notification No. L-22012(87)/85-D. V/D.III(B) dated 17-6-1986 referred the following dispute, for adjudication:—

"Whether the action of the management of Shivpuri Opencast Mine of Western Coalfields Limited, P.O. Shivpuri, District Chhindwara in dismissing Shri Chandrapal Singh, Operator, Shivpuri Opencast Mine with effect from 24-1-1984 is justified? If not to what relief the workman concerned is entitled to?"

2. After the parties filed pleadings and documents case was fixed for evidence of parties, but the representative of the workman/union and the counsel for management sought adjournment on 16-12-1986 on the ground that there is possibility of a mutual settlement and the matter is being negotiated. Therefore the case was adjourned. After two further dates parties appeared on 9-4-1987 and filed a Memorandum of Settlement dated 24-2-1987 along with an application. The Memorandum of Settlement is duly signed by Shri Chandrapal Singh workman concerned and Shri S. R. Singh, representative of the Union. On behalf of the management it is signed by Shri C. L. Jaiswal and Shri D. Mewar. Parties prayed that an award be passed in terms of the settlement which are as under:—

TERMS OF SETTLEMENT

1. It is agreed by the management to reinstate Shri Chandrapal Singh, Ex-Operator at Sethia Mine in Pench Area. He shall report for duty to Manager, Sethia Mine, within one month from the date of the settlement.
 2. The period of absence from the date of dismissal to the date of joining will be treated as dies-non.
 3. Sri Chandrapal Singh will not be entitled to wages or any other payment whatsoever for the period of idleness from the date of dismissal to the date of reinstatement.
 4. On reinstatement of Sri Chandrapal Singh will be kept on probation for a period of one year during which period his performance and conduct will be closely watched. An assurance of good performance and conduct will be furnished by the workman in writing before joining the duties. If performance and/or conduct during the probation period is not found satisfactory, his services will be liable to be terminated. However, if his performance and conduct during the probation period are found satisfactory the management may consider to grant his continuity of service for the limited purpose of payment of gratuity.
 5. The Union/work agreed to drop all other claims/benefits in respect of the matter under dispute.
 6. This settlement settles the dispute fully and finally and it shall not be treated as precedent in any other case.
 7. The parties agree to file the compromise settlement before the Presiding Officer, CGIT, Jabalpur and request for an award in Terms of the Settlement.
3. I have considered the above terms of settlement. To my mind the terms of settlement are fair, just and in the interest of the workman Shri Chandrapal Singh. Therefore I accept the settlement and record my award in terms of the aforementioned settlement. No order as to costs.

V. S. YADAV, Presiding Officer

[No. L-22012(87)/85-D.V./D.III(B)]

का. भा. 1296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैलादिला आयरन ओर प्रोजेक्ट, डिपोजिट नं. 14, किरांदुल, जिला बस्तर (म. प्र.) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, झड़प में विदित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 12th May, 1987

S.O. 1296.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bailadila Iron Ore Project, Deposits No. 1, Kirandul, Distt. Bastar (M.P.) and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(78)/1984.

PARTIES:

Employers in relation to the management of Bailadila Iron Ore Project, Deposit No. 14, Kirandul, District Bastar (M.P.) and their workman Shri M. Sasmal, Electrician Grade II, represented by Samyukta Khadan Mazdoor Sangh, Kirandul, District Bastar (M.P.)

APPEARANCES:

For workman.—Shri L. N. Mathotra, Advocate.

For management.—Shri P. S. Nair, Advocate.

INDUSTRY Iron Ore Mining DISTRICT : Bastar (M.P.)

AWARD

Dated April 15, 1987

The Central Government in the Ministry of Labour vide its Notification No. L-26012(9)/84-D.III(B) Dated 15th October, 1984, referred the following dispute, for adjudication:—

"Whether the action of the management of Bailadila Iron Ore Project, Deposit No. 14, Kirandul, in ignoring the claim of Shri M. Sasmal, Electrician Grade II for promotion to the post of Electrician Grade I and promoting his juniors in 1979, is justified? If not, to what relief is the workman concerned entitled?"

2. Non-controversial facts of the case are that Shri M. Sasmal, Grade II is in regular service in the Bailadila Iron Ore Project, Deposit No. 14 (hereinafter referred to as the management) since August, 1968 and he has not been promoted to the post of Electrician Grade I although his juniors have been promoted.

3. The case of the workman further is that a Tripartite Settlement between the management of N.M.D.C. Ltd. and All India N.M.D.C. Federation and its affiliated Unions vide Settlement dated 30-10-1971 (Ex. M/2) laid down certain qualifications for different categories of post. The same settlement specifically mentions that the qualifications laid down therein did not apply to the existing workmen to their prejudice in the matter of promotion (See Clause No. 4.5.1).

4. Rule 3 of the Indian Electricity Rules 1956 (hereinafter referred to as the Rules of 1956) did not prescribe any qualification for electrician. The qualification by the Deputy Director of Mines (Safety), Electrical, Hyderabad

vide his letter No. ST/Elec/1308 dated 3-9-1983 lays down no qualification for appointment of Electrician under the Rules of 1956. As such, D.P.C.'s action of denying his promotion is not justified.

5. The case of the management is that channel of promotion of Electrician Grade II is the post of Electrician Grade I whose appointment is governed by the Indian Electricity Act, 1910 (hereinafter referred to as the Act of 1910) and Rules 1956 according to which only those persons who possess the certificate issued by the competent authorities can only be appointed to the post of Electrician Gr. I This is statutory provision and its violation entails prosecution. The Director of Mines Safety (Electrical) Hyderabad had also insisted that only competent persons who hold necessary certificate should be appointed. The promotion of the workman was considered by the D.P.C. but they did not recommend his name because he did not possess the statutory certificate required for the post of Electrician Gr. I, accordingly his juniors were promoted.

Looking to the requirements of Act of 1910 and Rules of 1956 the management had in consultation with the Union, S. K. M. Sangh and M.M.W. Union entered into an agreement regarding the requirements of statutory certificate to be obtained by the Electrician in various grades. S.K.M. Sangh had also earlier raised industrial dispute regarding the promotion of Shri M. Sasmal for the post of Electrician Gr. I and a settlement was arrived at before the A.L.C. (C) Raipur on 13-2-1975 (Ex. M/4) that he will be eligible for promotion only after production of competency-statutory certificate issued under the Rules. As such, unless the workman produces the necessary certificate he is not entitled to be promoted.

6. Therefore the point for consideration before me is whether withholding the promotion of the workman is justified under various Rules and the Settlements?

7. In support of its case the workman adduced no evidence. He did not even file or press the management for filing certain documents referred in his pleadings. On the other hand, management has filed Settlement Ex. M/1 dated 3-9-1981, Ex. M/2 dated 30-10-1971, Ex. M/4 dated 13-2-75, letter of the Deputy Director of Mines (Safety) dated 2-1-1984 (Ex. M/3) and the Judgement on the Misc. Petition No. 814/84, dated 3-8-85 (Ex. M/5).

8. Ex. M/1 is the Tripartite Settlement dated 3-9-81. By this Settlement various statutory certificates were prescribed for electrical discipline which belie the contention of the workman that no such certificates were prescribed. Ex. M/2 is also a Memo of Settlement dated 30-10-1971. This Settlement laid down that channels of promotion of all workmen in various disciplines will be as given in Annexure IX to Settlement. Annexure IV gives the channel of promotion from Grade II to Grade I Electrician and is also attached with job specifications which lays down the qualifications for Electrician Grade II as under :—

Middle School Pass or I.I.T. or L.E.E. with prescribed statutory certificate.

Ex. M/4 is the Tripartite Settlement arrived at before the A.L.C. (R) Raipur on 13-2-1975. This settlement is with respect to the present workman, Shri M. Sasmal, himself. It is in the following words :—

"That as soon as competency certificate issued under Indian Electricity Rules is obtained and produced by Shri M. Sasmal, the management will conduct DPC to consider his case for promotion to the post of Electrician Gr. I within seven days from the date of production of such certificate."

This clinches the issue. This settlement is binding on the workman and he is not entitled to promotion to Electrician Grade I unless he produces the competency certificate issued under the Indian Electricity Rules.

9. Ex. M/3 is the letter of the Deputy Director of Mines (Safety) dated 2-1-1984. In this regard, plea of the

workman is that he also does not insist on any certificate issued under the Rules. This is not correct. Ex. M/3 in the end says that "in all fairness, perhaps, old cases cannot be reopened, but all new cases should conform to the said norm". This means cases of those who are already promoted need not be reopened. It does not mean those who are already employed they should be promoted without the competency certificate.

10. Last but not the least is Ex. M/5 wherein hon'ble High Court of Madhya Pradesh has rejected a similar claim for promotion for want of competency certificate.

11. For the reasons discussed above, I find that the action of the D.P.C. and the management in not promoting the workman without certificate is justified. I accordingly answer the reference as under :—

That the action of the management of Bailadila Iron Ore Project, Deposit No. 14, Khandul, in ignoring the claim of Shri M. Sasmal, Electrician Grade II for promotion to the post of Electrician Grade I and promoting his juniors in 1979, is justified. He is not entitled to any relief. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-26012/9/84-D-III(B)]

का. घा. 1297 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, संसद की एस. डी. एम्प्लो एण्ड कम्पनी प्राइवेट लिमिटेड, पानाजी, गोवा के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बम्बई, के पक्षपट्ट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1297.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. V. S. Dempo & Co. Pvt. Ltd., Panaji, Goa and their workmen which was received by the Central Government on the 29th April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

Reference No. CGIT-20 of 1986

PARTIES :

Employers in relation to the Management of M/s. V. S. Dempo and Co. Pvt. Ltd.

AND

their workmen.

APPEARANCES :

For the Employers : Shri A. M. Karnik, Sr. Manager.

For the workman : Shri Subhas Nalk Jorge, Joint Secy.

INDUSTRY : Mines STATE : Goa, Daman and Diu
Bombay, dated the 3rd April, 1987

AWARD

The dispute referred to this Tribunal for adjudication by the order No. L-29012(76)/84-D. III(B) dated 17-3-1986 relates to the dismissal of Shri Kamal Bahadur Singh, from service of M/s. V. S. Dempo & Co. Pvt. Ltd. The workman who was employed as a Watchman was dismissed from service on the ground that he was found sleeping while on duty.

2. At the hearing of the reference the management and the Goa Mining Labour Welfare Union representing the workman filed a settlement the terms of which are as follows :—

(1) Party No II, M/s. V.S. Dempo & Co. Pvt. Ltd., agrees to pay Party No. I Shri Kamal Bahadur

Singh, a sum of Rs. 7,000 (Rupees seven thousand only) by way of ex-gratia towards full and final settlement of all his claim arising out of present reference.

(2) Party No. I, Shri Kamal Bahadur Singh has agreed to accept the above amount of Rs. 7,000 (Rupees seven thousand only) in full and final settlement of all his claims arising out of the present reference.

(3) It is agreed that the payment referred to in clause No. 1 above, will be paid to Party No. I on or before 30th June, 1986. Party No. I has been already paid all his legal dues, such as leave wages, salary for the month of November, 1983, gratuity, etc.

(4) Party No. I, Shri Kamal Bahadur Singh agrees that in view of clauses 1 to 3 above, the dispute referred to this Hon'ble Tribunal is finally settled between the parties and he has no further claim or dispute of whatsoever nature against Party No. II, and the amount payable under this settlement is in full and final settlement of all his claims against Party No. II."

3. A. K. Karhik, Senior Manager of the Company and Shri Subhas Naik, Joint Secretary of Goa Mining Labour Welfare Union who have signed the settlement were present. Shri Naik stated that the payment referred in clause I in the terms of settlement has already been received by the workman.

4. I have gone through the enquiry papers which show that full and proper opportunity was given to the workman to defend himself in the departmental enquiry. Further considering the fact that the workman was punished twice before for the same misconduct, the punishment meted out to him cannot be said to be unduly harsh. In view of this position the settlement arrived at between the parties is, in my opinion in the best interest of the workman. I therefore accept the settlement and pass award in terms thereof.

M. S. JAMDAR, Presiding Officer

[No. 29012/76/84-D.II(B)]

V. K. SHARMA, Desk Officer

BEFORE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-20 of 1986

BETWEEN

Shri Kamal Bahadur Singh
Workman, represented by Goa

Mining Labour Welfare Union ... Party No. I,
AND

M/s. V. S. Dempo & Co. Pvt. Ltd.,
Panaji, Goa. ... Party No. II

MAY IT PLEASE THIS HON'BLE TRIBUNAL

The parties to the above reference have arrived at a settlement in respect of the matter covered under reference and pray that an Award be made in terms of the settlement recorded herein below :

Terms of Settlement

(1) Party No. II, M/s. V. S. Dempo & Co. Pvt. Ltd. agrees to pay Party No. I, Shri Kamal Bahadur Singh, a sum of Rs. 7,000 (Rupees Seven Thousand Only) by way of ex-gratia towards full and final settlement of all his claims arising out of present reference.

(2) Party No. I, Shri Kamal Bahadur Singh has agreed to accept the above amount of Rs. 7,000 (Rupees Seven Thousand Only) in full and final settlement of all his claims arising out of the present reference.

(3) It is agreed that the payment referred to in Clause No. 1 above will be paid to Party No. I on or

before 30th June, 1986. Party No. I, has been already paid all his legal dues, such as leave wages, salary for the month of November, 1983, gratuity, etc.

(4) Party No. I, Shri Kamal Bahadur Singh agrees that in view of Clauses 1 to 3 above, the dispute referred to this Hon'ble Tribunal is finally settled between the parties and he has no further claim or dispute of whatsoever nature against Party No. II, and the amount payable under this settlement is in full and final settlement of all his claims against Party No. II.

For Party No. I

For Party No. II
For M/s. V. S. Dempo & Co. Pvt. Ltd.

(1) (Shri Kamal Bahadur
Singh, Workman).

(2) (Jt. Secretary—
(Goa Mining Labour
Welfare Union)

Sd/-Illegible

Bombay : Dated 12th June, 1986.

मई दिवस, 7 मई, 1987.

का.प्र. 1298.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार भूमि ब्री.सी.सी. एन. की सिमलाबहाल कोलियरी की भालगोरा अनुभाग के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिग्रहण, संख्या 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 28 अप्रैल, को प्राप्त हुआ था।

New Delhi, the 7th May, 1987

S.O. 1298.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhalgora Section of Simlabahal Colliery of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

Reference No. 64 of 1986

In the matter of industrial disputes under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Bhalgora Section of Simlabahal Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri B. K. Ghosh, Member, Executive Committee, Janta Mazdoor Sangh.

On behalf of the employers—Shri B. Joshi Advocate,

STATE : Bihar

INDUSTRY : Coal.

Dated, Dhanbad, the 22nd April, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(266)/85-D.III(A), dated, the 17th January, 1986.

THE SCHEDULE

"Whether the demand of Janta Mazdoor Sangh that Shri Sheo Pratap Singh, Munshi should be placed in Clerical Gr. II by the management of Bhalgora Section of Simlabahal Colliery of M/s. Bharat Coking Coal Limited is justified? If so, to what relief is the workman concerned entitled and from what date?"

In this case both the parties made their appearance and also filed their respective W. S. Thereafter several adjournments were granted to the parties. Ultimately on 6-4-87 both the parties appeared before me and filed a memorandum of settlement. I have gone through the said memorandum of settlement which appears to be fair and proper. Accordingly I accept the same and pass an Award in terms of the said settlement which forms part of the Award as Annexure.

[No. L-20012/266/85-D.III(A)]
I. N. SINHA, Presiding Officer

**BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL No. 2**

AT DHANBAD

Reference No. 64/86

Employers in relation to the management of

And their Workmen.

Petition of Compromise

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the present reference is arising on account of Promotion of Sri Sheo Pratap Singh, Surface Munshi Simlabahal Colliery, Kustore Area of BCC Ltd.

2. That the dispute has been amicably settled between the parties on the following terms and condition.

Terms and Condition

(a) That the concerned workman Sri Sheo Pratap Singh has been promoted in Grade-II from Grade-III as recommendation of NCWA-III with immediate effect.

(b) That the concerned workman will perform the job of Under Ground Munshi from the date of promotion and will perform the job of Under Ground Munshi as per recommendation of NCWA-III.

(c) That the concerned workman will have no claim for back wages or whatsoever.

(d) That in view of the settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Industrial Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Workman

(Concerned Workmen)
Sd. Illegible.

Member, Executive Committee Janta Mazdoor Sangh

For the Employer

S.O. 1299.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute the employers in relation to the management of Moonidih Project of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 28th April, 1987.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD**

Reference No. 114 of 1986

In the matter of industrial disputes under Section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen : Shri D. Mukherjee, Secy. Bihar Cihery Kamgar Union.

On behalf of the employers : Shri B. Joshi, Advocate.
STATE : Bihar INDUSTRY : Coal

Dated, Dhanbad, the 20-4-1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(276)/85-D. III(A), dated, the 21st February, 1986.

SCHEDULE

"Whether the demand of Bihar Colliery Kamgar Union that the management of Moonidih Project of M/s. Bharat Coking Coal Limited should provide employment to the dependent son of their workman; Shri Ramchandra Ghosh, Mining Sirdar, under para 9.4.3 of the National Coal Wage Agreement-III is justified? If so, to what relief is the concerned workman entitled?"

The case of the workmen is that Shri Ramchandra Ghosh was a permanent Mining Sirdar of Moonidih Project of M/s. Bharat Coking Coal Ltd. The said workman suffered from throat cancer and as such he remained out of employment since long for his treatment at Chittaranjan Cancer Hospital at Calcutta. He reported for his medical examination before the Area Medical Officer Moonidih hospital where he was declared medically unfit on 10-11-84. The area medical officer by a letter dated 17-11-84 directed Shri Ram Chandra Ghosh to appear before the Apex Medical Board at Koyala Nagar Hospital on 26-11-84. The said apex medical board also declared Shri Ram Chandra Ghosh unfit for his work. The decision of the Apex medical board was communicated to Shri Ram Chandra Ghosh by a letter dated 19/12-84. Shri Ram Chandra Ghosh represented before the management for employment of his dependent son Shri Rajib Kumar Ghosh as per provision of NCWA-II and III. The management, however, terminated the services of Shri Ram Chandra Ghosh with effect from 21-12-84. A notice was also forwarded to the headquarters with recommendation for the appointment of the dependent son of Shri Ram Chandra Ghosh with full bio-data. Shri Ram Chandra Ghosh represented several times before the management for the early appointment of his dependent son as he was uncertain about his life due to his suffering from incurable disease of cancer but the management did not pay any heed to his repeated request. Thereafter the union of the workmen raised an

का. प्र. 1299.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मसं भारत कोकिंग कोल लिमिटेड के मूनीदीह प्रोजेक्ट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या 2, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार, को 28 अप्रैल, 1987 को प्राप्त हुआ था।

industrial dispute before the ALC (C), Dhanbad. A conciliation proceeding was taken up by the ALC(C), Dhanbad which ended in failure and thereafter the present reference was made to this Tribunal for adjudication. The management has implemented the provision of NCWA-II and III and the said provisions have statutory force. The management is legally bound to provide employment to the dependent son of Shri Ram Chandra Ghosh who has been declared medically unfit. The action of the management in not providing employment to Shri Rajib Kumar Ghosh, a dependent son of Shri Ram Chandra Ghosh, is unjust and against the provision of NCWA-II and III. The management have given employment to the dependents of the employees on the basis of the report of the medical board. It is prayed that Shri Rajib Kumar Ghosh given employment from the date of declaration if Shri Ram Chandra Ghosh unfit by the Apex medical board.

The case of the management is that the reference is not maintainable. Shri Ram Chandra Ghosh became unfit for continuing as Mining Sirdar because of his defective vision from the year 1975, and he did not get his mining sirdar certificate validated by the board of Mining examination after 1975. Shri Ram Chandra Ghosh approached the management to provide him some job in the office on the surface as he was declared unsuitable to work as a Mining Sirdar. The management accepted his request and he was given to do clerical and misc job in the office but he continued to get the wages of Mining Sirdar and his designation also remained unchanged although he was working in the office from November, 1975. The management by the letter dated 16/11-78 informed Shri Ram Chandra Ghosh that he would be superannuated with effect from 30-6-85 on the basis of the age recorded in the statutory records and was advised to avail his leave due to him. Shri Ram Chandra Ghosh proceeded on leave from 16-11-84 and continued extending the leave from time to time. In the meantime Shri Ram Chandra Ghosh approached the Medical Officer of Moonidih Project to send him to Apex Medical Board for his examination and declaration that he was medically unfit to continue in the employment. Shri Ram Chandra Ghosh was sent to the Apex Medical Board by the Medical Officer of Moonidih Hospital for his examination and determination whether he was fit to continue in his employment. On 26-11-84 Shri Ram Chandra Ghosh was medically examined by the Apex Medical Board and was declared unfit for mining Sirdars job. Since November, 1975 Shri Ram Chandra Ghosh was working in the office and the said fact was not brought to the notice of the Medical Board and as such the medical board did not examine him to determine if he was medically unfit to work in the office. The management did not find him unsuitable to work in the office on Clerical and misc. jobs on the surface. On 21-12-84 Shri Ram Chandra Ghosh filed an application before the management for the appointment of his dependent son Rajib Kumar Ghosh on the strength of the medical certificate of the Apex Medical Board which he had obtained by suppressing the facts. During the temporary absence of the Dy. Personnel Manager, the Personnel Officer of Moonidih Project issued the letter of termination of the services of Shri Ram Chandra Ghosh on 21-12-84 without obtaining the approval from the competent persons. The said order of termination was cancelled by the General Manager. Shri Ram Chandra Ghosh had adopted corrupt and unfair means to get his son employed on the eve of his retirement by getting himself declared medically unfit by suppressing the material facts. Shri Ram Chandra Ghosh had been given light duty in the office from 1975 till the end of 1984 and there was no reason to terminate his services just a few months before his retirement on the same grounds which existed in 1975. Shri Ram Chandra Ghosh had not been declared permanent disabled resulting in loss of employment by the medical board. He was performing the clerical duties in the office till the date of his retirement and there was no loss of his employment. In order to attract the provision under Clause 9.4.3 of NCWA-III a workman should be permanently disabled arising from injury or disease and should be of such a permanent nature which will result in loss of employment. Shri Ram Chandra Ghosh was unsuitable for employment in the underground but was suitable for his employment on the surface. Nothing new occurred in 1985 after his transfer from the underground to the surface in 1975 and the Apex medical board had only confirmed opinion of the Area Medical Officer. As Shri Ram Chandra Ghosh was not

declared permanently disabled so as to cause loss of employment, there was no question of providing employment to his dependent son.

The only point for consideration in this case is whether Shri Rajib Kumar Ghosh should be provided employment as dependent son of Shri Ram Chandra Ghosh under para 9.4.3 of NCWA-III.

The management examined three witnesses and the workmen examined one witness in support of their respective case. The documents exhibited by the workmen have been marked Ext. W-1 to W-4 and the documents of the management have been marked Ext. M-1 to M-21.

It is the admitted case of the parties that Shri Ram Chandra Ghosh was suffering from Cancer and was under Medical treatment for the said disease. The case of the workmen is that due to cancer Shri Ram Chandra Ghosh was declared unfit to work and as such he applied for the employment of his dependent son Rajib Kumar Ghosh under para 9.4.3 of NCWA-III. NCWA-III came into effect from 1-1-83. Para 9.4.3 of NCWA-III provides for the employment of one dependant of a worker who is permanently disabled. It provides as follows:—

- (i) Disablement of the worker concerned should arise from injury or diseases be of a permanent nature resulting into loss of employment and it should be so certified by the coal company concerned.
- (ii) The dependent be considered for employment should be physically fit and suitable for employment and aged below 35 years provided that the age limit was not applied in the case of a spouse."

It will thus appear that a dependent of the disabled workman can be given employment in place of disabled workman if the disablement of the workmen is arising from injury or diseases of permanent nature resulting into loss of employment. The other requirement is that the disabled workman should be so certified by the Coal Company under which he is working. Admittedly the disabled workman Shri Ram Chandra Ghosh was suffering from Cancer. Ext. M-9 is the proforma for screening medical examination for patients suffering incurable diseases. It will appear that he said proforma was filled up by the Colliery Manager in respect of Shri Ram Chandra Ghosh working as Mining Sirdar Moonidih Project. It will further appear from Ext. M-9 that the Area Medical Officer found Shri Ram Chandra Ghosh suffering from Carcinoma Laryngopharynx (which means cancer of the larynx). The said Area Medical Officer found Shri Ram Chandra Ghosh unfit for the job Ext. M-10 is the report of the Medical Board in respect of Shri Ram Chandra Ghosh. It shows that Shri Ram Chandra Ghosh had been diagnosed at Chittaranjan Cancer Hospital, Calcutta in 1973 and was found to have cancer in his larynx. The said Apex Medical Board found Shri Ram Chandra Ghosh unfit for Mining Sirdars job on 26-11-84. Ext. M-1 dated 19-12-84 is the letter written by the Dy. Personnel Manager of Moonidih Project to Shri Ram Chandra Ghosh informing that as per report of the Medical Board dated 26-11-84, Shri Ram Chandra Ghosh has been declared unfit for his job. Ext. M-15 dated 20-5-85 is an office order under the signature of the Dy. Personnel Manager Moonidih Area terminating the services of Shri Ram Chandra Ghosh with effect from 21-12-84 as he was declared medically unfit for his job by the Apex Medical Board Koyalnagar, Hospital. It is clear that the management had terminated the services of Shri Ram Chandra Ghosh on the report of the Apex Medical Board that he was unfit for his job. However the officer order dated 20-5-85 was withdrawn with immediate effect as it was found that the letter dated 20-5-85 (Ext. M-15 issued by the Deputy Personnel Manager Moonidih Area) was irregular. The management thereafter issued an office order Ext. M-14 dated 2/3-7-85 by which the services of Ram Chandra Ghosh Mining Sirdar was terminated with effect from 30-6-85 due to attaining the age of 60 years on superannuation. On the basis of Ext. M-19 and M-14 it is submitted by the management that the termination of the services of Shri Ram Chandra Ghosh with effect from 21-12-84 was withdrawn and he was superannuated with effect from 30-6-85 on his attaining the age of 60 years. It is further submitted on its basis that Shri Ram Chandra Ghosh had continued to work in the Company till the date of his superannuation and there was no

loss of employment of Shri Ram Chandra Ghosh because of cancer, the disease from which he was suffering.

MW-1 Shri N. K. Mishra was working in Koyalnagar as specialist Chest disease and was looking after the medical board since 1980. He has stated that he had produced all the papers before the medical board which examined Shri Ram Chandra Ghosh on 26-11-84. He has stated that the Medical Board had declared Shri Ram Chandra Ghosh unfit for job of Mining Sirdar and that the medical board had not stated specifically that Shri Ram Chandra Ghosh was unfit for working on the surface. He has given his own opinion that Shri Ram Chandra Ghosh could work on the surface but this opinion of his is without any foundation as he had not even examined Shri Ram Chandra Ghosh. He has stated in his cross-examination that the workman suffering from cancer is sent to Chittaranjan Hospital at Calcutta or any other hospital treating cancer patients. He has stated that Shri Ram Chandra Ghosh was referred to Chittaranjan Cancer Hospital for his treatment. He has stated that from the medical report it appears that Shri Ram Chandra Ghosh was complaining of defects in swallowing and in speaking. He has further stated that a person suffering from the defects of breathing and speaking is expected to lose health and that a person suffering from cancer after sometime will lose his power of speech. He has stated that the Area Medical Officer had found Shri Ram Chandra Ghosh unfit for his job vide Ext. M-9. He has also stated that if a person who is suffering from a disease which disables him to speak permanently is not fit for clerical job. MW-2 Shri A.M. Sinha is working as a Finance Officer in Moonidih Colliery Project since September, 1982. He has stated that Shri Ram Chandra Ghosh was working under him since June, 1983 as a Clerk. He has stated in his examination-in-chief that Shri Ram Chandra Ghosh was having some trouble in his voice. In the cross-examination he has stated that Shri Ghosh was suffering from throat cancer and that he came to know that the area medical officer had declared him unfit for the job. Thus it appears from his evidence that while Shri Ram Chandra Ghosh was working as his clerk the area Medical Officer had declared Shri Ram Chandra Ghosh unfit for the job which incidentally means that Shri Ram Chandra Ghosh was medically unfit for the job of a clerk.

It is submitted on behalf of the management that Shri Ram Chandra Ghosh was declared unfit for Mining Sirdar's job and that the medical board did not state that he was unfit for other job on the surface. It is further submitted on behalf of the management that Shri Ram Chandra Ghosh was working on the surface as Clerk in the Finance Department and he was not declared unfit to work as a Clerk in the Finance Department and hence it cannot be said that Shri Ram Chandra Ghosh was having any disease of permanent nature resulting into loss of his employment. It will appear from the evidence of MW-3 that a bio data for referring an employee to the Medical Board is first filled up by the Colliery management and thereafter the remaining portion is filled up by the Area Medical Officer. He has stated that Ext. W-3 is the proforma for screening medical examination concerning the concerned workman. It will thus appear that Shri Ram Chandra Ghosh had no hand in preparing the bio data by which he was referred to the Medical Board for his examination and as such it cannot be said that Shri Ram Chandra Ghosh had committed fraud in not describing himself that he was doing the job of a Clerk on the surface. It was the management's officers who had filled up the Form showing the designation of Shri Ram Chandra Ghosh as Mining Sirdar. If the management was satisfied that Shri Ram Chandra Ghosh was fit to work as Clerk on the surface for which no opinion was given by the Medical Board, I think the duty was cast upon the management to have a report from the Medical Board whether Shri Ram Chandra Ghosh was fit to work as a Clerk on the surface. The management cannot be allowed to take advantage of its own shortcomings.

MW-1 admittedly did not examine Shri Ram Chandra Ghosh but he had produced all the papers before the Medical Board. He is a doctor. His evidence shows that a person suffering from cancer for sometime loses his power of speech. He has further stated that if a person who is suffering from a disease which disables him to speak permanently

is not fit for clerical job. MW-2 stated that Shri Ram Chandra Ghosh was suffering from throat cancer and he was unable to say if Shri Ghosh had left the job because of his throat trouble and choked voice. There is no positive evidence on behalf of the management that Shri Ghosh had not choked voice, disenable him to speak permanently. If all these evidences are taken into consideration it will appear that Shri Ram Chandra Ghosh was not even fit for clerical job due to his choked voice causing loss of his power of speech. Moreover the report of the Area Medical Officer does not specify that Shri Ram Chandra Ghosh was unfit for his job of Mining Sirdar. His opinion was that Shri Ram Chandra Ghosh was unfit for his job. I have already discussed above that Shri Ram Chandra Ghosh who was designated as Mining Sirdar was working on the surface as a Clerk at the time when the Area Medical Officer had declared him unfit for job. If Shri Ghosh was fit to work as a Clerk on the surface, the Area Medical Officer must have stated that Shri Ram Chandra Ghosh was fit to work as a Clerk on the surface. On reference to Ext. W-2, M-13 and M-15 and Ext. M-1 it will appear that the services of Shri Ram Chandra Ghosh was terminated as per report of the Medical Board declaring him unfit for his job and there is no evidence to show that Shri Ram Chandra Ghosh had committed any fraud in obtaining the report of the Medical Officer or the Apex Medical Board.

The management has tried to set up a new case on the basis of the evidence of MW-3 that Sanjib Kumar Ghosh son of Ram Chandra Ghosh is working in Moonidih Project and it was learnt on enquiry that the said Sanjib Kumar Ghosh was given employment on humanitarian ground as Ram Chandra Ghosh was not able to work underground. On the basis of the said evidence it has been submitted that another son of Shri Ram Chandra Ghosh had already been given employment on the strength of service of Shri Ram Chandra Ghosh and as such Rajib Kumar Ghosh cannot be given employment as a dependent of Shri Ram Chandra Ghosh. This plea was not even taken in the Written Statement of the management and it has come in the evidence of the last management's witness No. 3 long after the close of the evidence of the workmen. It appears that the case of the management does not appear to have any sound foundation. The said witness MW-3 has stated that he has not seen any paper regarding the appointment of the son of Shri Ram Chandra Ghosh on humanitarian ground and that he had learnt about the employment from other. Thus it is absolutely a hearsay evidence. The management has not produced any paper to show that Sanjib Kumar Ghosh was given employment as dependent son of Shri Ram Chandra Ghosh on medical ground. If Shri Sanjib Kumar Ghosh had really been appointed as stated by MW-3, the management could have easily produced the papers to show that Sanjib Kumar Ghosh had been given employment as dependent son of Shri Ram Chandra Ghosh on the ground of his health. This plea taken by the management at the far end of the case has to be discarded as it has not all been established.

The management issued an office order Ext. M-14 dated 2/3-7-85 stating that the services of Shri Ram Chandra Ghosh Mining Sirdar has been terminated with effect from 30-6-85 due to attaining the age of 60 years. It will thus appear that this office order was issued much after even the date on which Shri Ram Chandra Ghosh would have superannuated. It appears that when the management had already terminated the services of Shri Ram Chandra Ghosh w.e.f. 21-12-84 on the report of the Apex Medical Board declaring him medically unfit for the job and the management did not give any job to the son of Shri Ram Chandra Ghosh, this letter Ext. M-14 was issued to show that there was no loss of total employment of Shri Ram Chandra Ghosh as he had retired on completing the age of superannuation. I do not think that the office order Ext. M-14 was a just and proper order and as such it cannot be given any weight.

In view of the discussions made above it will appear that Shri Ram Chandra Ghosh, Mining Sirdar was disabled from Cancer which was not a curable disease and was of a permanent nature resulting into loss of his employment with effect from 21-12-84 and the company's Apex Medical Board had certified that he was not fit to do his job. In this view of the matter Shri Ram Chandra Ghosh is entitled to the benefit of para 9.4.3. of NCWA-III and his dependent

son Rajib umar Ghosh is entitled to be employed as a dependent son of Shri Ram Chandra Ghosh.

In the result, the demand of Bihar Colliery Kamgar Union that the management of Moonidih Project of M/s. B.C.C.L. should provide employment to Shri Rajib Kumar Ghosh dependent son of the employee Shri Ram Chandra Ghosh, Mining Sirdar under para-9.4.3 NCWA-III is justified. Consequently, the management is directed to give employment to Shri Rajib Kumar Ghosh, Dependent son of Shri Ram Chandra Ghosh within one month from the date of publication of this Award.

This is my Award.

Dt. 20-4-87

I. N. SINGH, Presiding Officer
[No.L-20012/276/85-D. III(A)]

का.सं. 1300—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार, मसमै केमिन्डिया कम्पनी लिमिटेड के प्रबंधन से सम्बन्ध नियोक्ताओं और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1300.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Cemindia Company Limited and their workmen, which was received by the Central Government on the 28th April, 1987

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 171 of 1986

In the matter of Industrial Disputes under Section 10(1)(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of Messrs. Cemindia Company Limited and their workmen.

APPEARANCES :

On behalf of the employers : Shri R.S. Murthy, Advocate
On behalf of the work : None.

STATE : Bihar INDUSTRY : Coal.

Dated, Dhanbad, the 22nd April, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (317)/85-D. III (A), dated, the 26th April, 1986.

SCHEDULE

"Whether the action of the management of M/s. Cemindia Company Limited, Contractors of M/s. Bharat Coking Coal Limited at Bhalgora Project, in terminating the services of their workman, Shri Kuber Singh, Sinkar from December, 1984 was justified? If not, to what relief is the workman concerned entitled?"

The workmen represented by the Secretary Janta Mazdoor Sangh (J.M.S) did not file the written statement and documents in the case. A registered notice was also sent to the Secretary, Janta Mazdoor Sangh for filing their written statement etc. and thereafter the case was adjourned for several dates but the workmen did not file any W.S. At some

stages Shri B.N. Sharma had appeared for the union and had prayed for time to file W.S. but he did not file any W.S. Shri R.S. Murthy, Advocate appeared on behalf of the management and filed a petition praying that a no dispute award be passed in the case as the workmen have neither filed the W.S. nor have taken any effective step in the case showing that the workmen are not interested in pursuing the reference. It is further stated in the petition that the counsel for the management had reminded the Joint General Secretary of the Janta Mazdoor Sangh for taking steps in the case but the Joint General Secretary expressed inability to take step in the case as the dismissed workman concerned Shri Kuber Singh is not traceable and had not contacted him.

It will appear from the order sheet of the case that in spite of several adjournment and notices issued to the union, no W.S. by the workman was filed in the case. It appears that the union who had raised the dispute is not at all interested in pursuing the case and there is no dispute between the parties.

In the result, a 'no dispute' Award is passed in the case.
Dt. 22-4-87

I. N. SINGH, Presiding Officer
[No. L-20012/317/85-D. III (A)]
P.V. SREEDHARAN, Desk Officer

मई दिवसी, 7 मई, 1987

का. सं. 1301—मसमै-नरमो उद्योग, 22023, इण्डस्ट्रियल एरिया, जोधपुर (आर.जे./1376) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिष्ठा निधि और प्रकीर्ण उपबन्ध अधिनियम, 1957 (1952 का 17) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है (की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिष्ठा या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक प्रत्युत्तल हैं जो कर्मचारियों विशेष मंडल बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपान्वित अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1 उक्त स्थापन के सम्बन्ध से नियोजक प्रादेशिक अधिष्ठा निधि प्रायुक्त, राजस्थान की ऐसी विवरणियां भेजेगी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाये प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2 नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संशोधन करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्डक के अधीन समय समय पर निर्दिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अनुसूचित लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागी संशोधन प्राप्ति भी है, होने वाले सभी व्ययों का वृद्ध नियोजक द्वारा दिया जाएगा।

4 नियोजन, केन्द्रीय सरकार द्वारा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनसे संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी अधिनियम निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की अधिनियम निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुपुन वज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अपेक्षित हों जो उक्त स्कीम के अधीन अनुभवे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत बर्ग/नाम निर्दिष्टियों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक अधिनियम निधि प्रायुक्त, राजस्वान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक अधिनियम निधि प्रायुक्त घटना अनुमोदन देने से पूर्व कर्मचारियों को अवगत दृष्टिकोण स्पष्ट करने का बुद्धिपूर्वक प्रयत्न करना।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले घटना चुका है, अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारी को प्राप्त होने वाले फायदे किसी श्रेणी में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस निगम तारोख के अन्तर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है और पालिसी को ब्यंगत हो जाने दिया जाता है तो, रद्द रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकर की दशा में उन मूल सवरुपों के नाम निर्दिष्टियों या विधिक बर्गों को जो यदि छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होने बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्दिष्टियों/विधिक बर्गों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एस-35014(45) 87-एस.एस.-2]

New Delhi, the 7th May, 1987

S.O. 1301.—Whereas Messrs. Laxmi Udyog 22-23, Industrial Area, Jodhpur, 342003 (RJ/1376) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked

Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct, under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India, shall ensure prompt payment of sum assured to the nominee, or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/45/87-SS. III]

का. आ. 1302—मेसर्स-केबल कारपोरेशन आफ इण्डिया लि., पूनम चैम्बर, छठी मंजिल, नार्थ विंग, डा. ए.बी. रोड, बर्ली, बाम्बे-18 (एम.एच./4037) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश सहबद्ध बीमा स्कीम, 1976* (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 1708 तारीख 12-3-1983 के अनुसरण में और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 26-3-1986 से तीन वर्ष की अवधि के लिए जिसमें 25-3-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्रा की ऐसी शिबिराया* मेजेगा और ऐसे लेखा रूखगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समकाल पर निश्चित करे ।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, निबर्णियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रचारों का सन्दाय भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब बर्षी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में निर्वाजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका उसका नाम सुरक्षित दर्ज करेगा और उसकी नाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा ।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध

फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बार्स/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्रा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के अधीन जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तरीके के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी ब्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विहित बार्सों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय की उत्तरदायित्व नियोजक पर होगा ।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, ब्याकूत राशि के हकदार नामनिर्देशित/विधिक बार्सों को उस राशि का सन्दाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे का प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या:एस-35014/46/83-मी.एफ. 2/एस.एस.-2]

S.O. 1302.—Whereas Messrs Cable Corporation of India Limited, Poonam Chambers, 6th Floor, North Wing, Dr. A.B. Road, Worli, Bombay-18 (MH/4037) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employers' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuance of the notification of the Government of India in the Ministry of Labour, S.O. 1708 dated the 12-3-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all provisions of the said Scheme for a further period of three years with effect from 26-3-1986 upto and inclusive if the 25-3-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Com-

missioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of Insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employee under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain, their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc, within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for want of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitle for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/46/S3-PF II-SS III]

भा. मा 1909—पैमर्से विनय फैलिज प्राइवेट लि. 7 कास्ट इन्स्ट्रियल एरिया, जोधपुर (ग्रा. जे./1417) (जिसे हममें हमके पत्रवाक उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे हममें हमके पत्रवाक

उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समधान हो गया है कि उक्त स्थापन के कर्मचारियों का पृथक परिचाय या पंविपम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसुल बीमा स्कीम, 1976 जिसे हममें हमके पत्रवाक उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमने उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तत्त वर्ष के अवधि के लिए उक्त स्कीम के सभी उपबन्धों का पत्रवाक से छूट देना है।

अनुसूची

1. उक्त स्थापन के सबन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके संलग्न लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाए, बीमा प्रमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रचारों संदाय आदि, में है। होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति जत्र कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों का बहुवर्षा का भाषा में उक्त मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है/ता, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरुत दर्श करेगा और उक्त स्थापन आवश्यक परिणाम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपाबद्ध फायदे वधते जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रदान उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जाते उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भ. यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के प्रदान योग्य राकम उस राकम से कम है, जो कर्मचारी की उस देश में पंविप होता तब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिप कर्मिण/ताम निर्दिष्टों की प्रतिक के रूप में दोनों स्कीमों के यन्त्र के बराबर राकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान में पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहाँ किसी संशोधन के कर्मचारियों के लिए पर प्रतिकुल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त द्वारा अनुमोदित देने में पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट कर को सुनिश्चित अवसर देगा।

9. यदि किन्तु, कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका

है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किताबें से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस निश्चित तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है और फालिस को व्यवसाय हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम को दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दे गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थान के सम्बन्ध में नियोजक इस स्कीम के अधीन जाने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत स्कीम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत स्कीम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एच-35014/46/87-एच. एस-2]

S.O. 1303.—Whereas Messrs. Vinay Fabric Private Limited, 7th Light Industrial Area, Jodhpur (RJ/1417) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund of the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme

appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled or if and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/46-87-SS. III]

का. आ. 1304:—पैमन-खादी सामोउद्योग वंच विकास समिति, वासी जयपुर (यार. जे./1714) (जिसमें इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिले जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम का गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उद्भावित अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, जयपुर को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम

और प्रत्येक दश में भारतीय जीवन बीमा नियम से अमाकृत लाभ प्राप्त होने के एक माग के शीतल सुनिश्चित करेगा।

वामाधिक बीसा स्तंभ के प्रभावतः में, जिनके अन्तर्गत वे श्रावणों का रस प्राप्त करता है, जिससे कि, प्रसन्न प्रेमियों का मन्दित, सुखाधी का उत्पन्न, निराला प्रसादात् संशय आदि भाव, होने वाले सभी धर्मों का वृद्धि विशेषक द्वारा दिया जाता है।

S.O. 1304.—Whereas Messrs. Khadi Gramodyog Sansthan Vikas Samiti, Bassi, Jaipur, (Rajasthan), (RJ/1714) (hereafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

४. निवीतन, केन्द्रीय सरकार द्वारा अनुचित आर्थिक बाधा स्वीकार के विरोधों की एक प्रति और जब तक उन तंगीबंद किया जाये, जब उन तंगीबंदियों को तब तक नहीं हटाया जायें कि वे भी शायद में अपनी मुख्य बातों का प्रमुख ध्यान के सूचना यह पर प्रदर्शित करेंगे।

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Gorp Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

5. यदि कोई ऐसा कर्मचारी हो, जिनका भविष्य निधि का नाम निर्धारित के अंतर्गत छूट प्राप्त किसी स्थापन की भविष्य निधि का पाने ही सदस्य है, उनके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक योगा स्कीम के सदस्य के रूप में उनका नाम पुराने वर्ष करेगा और उनकी बाका अवधि के समितियों में योगा स्कीम नियमों को लागू करेगा।

Now, therefore, in exercise of the powers conferred to the sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

१६. यदि इस स्तंभ के पर्वत तटपर स्थितों का उदाहरण फाँवदे प्रजापति
जाने है तो, नियोजक भूमितिक वीमा स्तंभ के अधोल कर्षकस्थितियों को
उपलब्ध कायस्थों में समुचित रूप से वृद्धि दिये जाने का बराबरा करेगा
न ११ दि. निर्देशिका के विगत निर्देश वीमा स्तंभ के अधोल उदाहरण
कायस्थ उन कर्षकों में अतिरिक्त भूमितिक वीमा स्तंभ के अधोल
कायस्थ हैं।

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

7. सामूहिक बोधा स्कीम में किसी धारा के होने हुए भी, यदि निम्न कार्यवाही भी पृष्ठ पर इस स्कीम के अश्वीत संकेप रहम उस स्कीम से कम है जो कर्मचारी का उस दशा में संभव हो। अब यह उस न स्कीम के अधीन होता तो, निम्नांक कर्मचारी के अधिकार वारि/ नाम निर्देशित की प्रतिकर के रूप में दोनों स्कीमों के अन्तर के बराबर रहम का संदाय करेगा।

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct, under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

७. ग्रामीरिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक परिवर्धन बिना अनुमोदनसुर के पूर्व अनुशासन के बिना नहीं किया जाएगा और नया बिना समाधान से कर्मचारियों के दिन पर प्रतिकूल प्रभाव पड़ने का संभावना हो। वही प्रादेशिक परिवर्धन बिना अनुमोदनसुर के पूर्व कर्मचारियों का प्रजनन वृष्टि-कीर्ण स्पष्ट करने का यचित-युक्त अवसर देना ।

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पक्षों अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम जाते हैं, तो यह रह को जा सकती है।

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

10. यदि किसी कारणवश नियोजक उस निधन तारीख के पक्षर जो भारतीय जीवन बीमा निगम निधन करे, प्रीमियम का संशय करने में असमर्थ रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छुट्टी दे दी जा सकती है।

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

11. निरोजक द्वारा प्रोत्तियम के संदाय में किये गये किसी व्यक्तिगत की दशा में उन मूल सदस्यों के नाम निदणितियाँ या विविक्त वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits, admissible under the said Scheme.

12. उन्नत स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी अवस्था की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक दारिद्र्य को भीमाकृत रकम का संवाय तत्परता से

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable

approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under the Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within the month from the receipt of claim complete in all respects.

[No. S-35014/47/87-SS.III]

का.आ.1305. —मैसर्स—वांसवाड़ा फैब्रिक्स लि. इन्डस्ट्रियल एरिया दोहद रोड, वांसवाड़ा (आर. जे./3975) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया गया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अतिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप संवर्द्धन बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2-क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्टे पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रविणत भारतीय जीवन बीमा निगम की संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारियों को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक, कर्मचारियों के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वही प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टि-कोण स्पष्ट करने का युक्ति युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम का उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जावे है, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिगत क्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्तरता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

S.O. 1305.—Whereas Messrs. Banswara Fabrics Limited, Industrial Area, Dohad Road, Banswara-327001 (RJ/3975) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employee of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, of any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/48/87-SS II]

नई दिल्ली, 8 मई, 1987

का.प्र. 1306-कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन.द्वारा 15 मई 1987 को उपन्यास के रूप में नियत करती है, जिसकी उक्त अधिनियम के अध्याय 4 (धारा 14 और 15 के विषय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के विषय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

"मिडक जिला के जिनाराम राजस्व मण्डल में बोलारम,

काजीपल्ली और बचपल्ली राजस्व गांवों के प्रवृत्त आने पर शेष

[मं. एन-38013/14/87-एस-II]

ए.के. भट्टराय, प्रवर सचिव

New Delhi, the 8th May, 1987

S.O. 1306.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 15th May, 1987 as the date on which the provisions of Chapter IV (except section 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

"The areas within the revenue villages of Bollaram, Kazipally and Bachapally under Zinnaram revenue mandal in Medak District."

[No. S. 38013/14/87-SS-II]

A. K. BHATTARAI, Under Secy,

नई दिल्ली, 8 मई, 1987

का.प्र. 1307-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व.कुरीड कोलियरी, गोविन्दपुर ऐरिया नं.-3 मैसर्स वी.सी.सी. एल. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम नं. 2, अनुवाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अप्रैल, 87 को प्राप्त हुआ था।

New Delhi, the 8th May, 1987

S.O. 1307.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Indust-

rial Tribunal, No. 2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kooridih Colliery of Govindpur Area No. III of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 26 of 1986

In the matter of industrial disputes under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Kooridih Colliery of Govindpur Area No. III of M/s. B.C.C. Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. Bose, Secretary, R.C.M.S. Union.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coa

Dated, the 22nd April, 1987.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(88)/85-D.IV (B) dated, the 26th December, 1985.

SCHEDULE

"Whether the action of the Management of Kooridih Colliery of Govindpur Area No. III of M/s. B.C.C. Ltd., P.O. Sonardih, Dist. Dhanbad in denying regularisation of Shri Thambia Rabidas Line Mazdoor as Line Mistry Cat. IV with effect from 15-5-1982 is justified? If not, to what relief the workman is entitled?"

In this case the workman did not file their W.S. and documents. Thereafter several adjournments were granted. Ultimately on 14-4-87 both the parties appeared before me and filed a petition of Compromise. I have gone through the said petition of Compromise which appears to be fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the petition of Compromise which forms part of the Award as annexure.

I. N. SINHA, Presiding Officer
[No. L-24012/88/85-D.IV(B)]

R. K. GUPTA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Ref. No. 26/86

Employers in relation to the management of Kooridih Colliery.

AND

Their workmen.

Petition of Compromise

The humble petition on behalf of the parties to the above reference most respectfully sheweth :

1. That without prejudice to the respective contention of the parties, the dispute has been amicably settled on the following terms :—

Terms of Settlement

(a) That the concerned workman Sri Thambia Rabidas, Line Mazdoor will be regularised as Line Mistry with

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immediate effect and he will be placed in Category IV.

(b) That the concerned workman Sri Thambia Rabidas will not claim any difference of wages between Category IV and the wages actually received by him for the period prior to the date of regularisation.

2. That in view of the settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the terms of the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the employers
illegible.

GENERAL MANAGER,
Govindpur

For the Workmen

G. D. PANDEY, Jt. General Secy. RCM

नई दिल्ली, 12 मई, 1987

का.प्र.1308--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 की अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधपत्र से सम्बद्ध नियोक्ताओं और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाद का प्रकाशन करती है, जो केन्द्रीय सरकार को 28-4-87 को प्राप्त हुआ था।

New Delhi, the 12th May, 1987

S.O. 1308.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers, in relation to the State Bank of India and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 55 of 1986

Reference No. L-12012/303/83-D.II (A) dated 12-3-86

In the matter of dispute between :

Shri Ravikash Nath Shrivastava, S/o Late Triloki Nath Shrivastava, Mohalla Chajjapur, Post, Tanda, Distt. Faizabad (U.P.)

AND

The Regional Manager, State Bank of India, Region II, M. G. Marg, Local Head Office, Lucknow.

APPEARANCE :

Shri Mahesh Chandra—for the management.

Shri V. N. Sekhri—for the workman.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/303/83-D.II (A) dated 12-3-86 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of State Bank of India, Region II, M. G. Marg, Lucknow, in relation to their Tanda Branch in terminating the Services of Shri Ravikash Nath Shrivastava, Clerk, with effect from 30-4-68 is justified? If not, to what relief is the workman concerned entitled?"

2. The case of the petitioner is that he was appointed in the management bank at its Tanda Branch as clerk and worked for 241 days during the period 17-4-67 to 30-4-68, that though he was designated as temporary clerk but he was required to do duties of regular and permanent nature and was not a temporary hand in terms of the definition given in the Shastri Award and Bipartite Settlement. That the services of the

workmen were retrenched without any justification even though the management bank was ever expanding bank and several branches were opened and fresh hands were appointed. It is further averred that the workman was not given any termination letter notice or notice pay or retrenchment compensation that junior to the petitioner working as clerk were retained and thus the provisions of section 25-F 25-G and H were contravene besides rules 77 and 78 of the Industrial Dispute Act and even while appointing fresh hands the workman was not given opportunity of reemployment. Thus the termination of the workman was illegal and he is entitled to be reinstated in service with full back wages.

3. Management contested the claim on the ground that the claim is highly belated and stale and is liable to be rejected on that ground alone. As in case reference is answered in affirmative the reinstatement of the workman will cause serious dislocation in the man power set up of the bank and the claim of interest at the rate of 18 per cent is beyond the scope and jurisdiction of this court. That the workman was employed in leave vacancy and in all worked for 238 days including Sundays and holidays. That the workman had confessed his mental disbalance and hence was not eligible for reinstatement, despite all that the workman was given an opportunity for permanent appointment and the workman did appear in the test for recruitment held on 24-3-68 to which he failed to qualify. He was given another opportunity to appear in recruitment of the clerk but he did not avail to that opportunity. The claim of the applicant is liable to be rejected on that ground alone. The management has also contended that section 25-B and section 2(o) of the Act is not applicable to the facts of the present case.

4. In rejoinder workman contended that there is no limitation for raising industrial dispute and it is the Government which is competent to look into the matter and decide if reference is necessary or not.

5. It is clarified under clause 1.1 of the first bipartite settlement dated 31-3-67 between State Bank of India and All India Staff Federation, the parties agreed to be governed by Shastri award as modified.

6. The management has filed documents to show that from 17-7-67 to April 68 workman in all worked for 238 days. Further, he did qualify in the test held at Tanda Branch of the bank on 24th March 1968, this information was given to him vide letter dated 2-5-68 filed by the management. The management has filed letter addressed to Secretary and Treasurer State Bank of India Kanpur that the workman was appointed in the leave vacancy of Shri S. D. Srivastava that a written test/interview was held for the post of Cashier on 24-5-68 in which he received 59 marks; that he was again called for test/interview held on 25th May, 69 for appointment of Cashier but he did not appear in the test and that no test for appointment of clerk was held in that branch. Management has also filed photo copy of the letter of the workman sent to Ministry Government of India in which he admitted that he was mentally sick and was under treatment of doctors on account of misbehaviour of the branch manager. He asserted therein that he worked from 17-7-67 to 30-4-68 for 242 days.

7. On behalf of the management Shri H. K. Chaturvedi appeared in the witness box reiterating the management stand taken in the written statement alleging that the workman in all worked for 238 days inclusive Sundays and holidays and the services of the workman commenced on 17th April 67 and terminated on 30-4-68.

8. Joint inspection of records of 20-10-67 and 21-10-67 and of the month of November, 67 was required. On behalf of the management Shri H. K. Chaturvedi gave affidavit to despatch and draft issue registers were destroyed on 30-3-79 and 9-9-79 as per rules and were not available for production. As regards scroll register the same is not traceable and it is presumed that the same has been destroyed.

9. The management witness was cross examined on his two affidavits. He had denied the workman's suggestion that the workman worked in Tanda Branch on 20 and 21 October, 67 as clerk. He reiterated that rather he worked upto 19-10-67 and again worked from 23-10-67. He further stated that it would be wrong to say that in November 1967 the workman worked for 23 days and he asserted that he had worked only for 22 days. He has denied that he has filed the affidavit after seeing the salary register regarding working days. He has however admitted that neither appointment nor termination letter was given to the workman nor any retrenchment

compensation was given to him. He has denied that after the termination of the workman new hands were appointed.

10. On the other hand workman has given his affidavit asserting his claim that he worked on 20 and 21 October 67 and for 231 in the month of November, 1967. He has admitted in cross examination that he was made to work in leave vacancy of Shri S. P. Srivastava and also at the place where Shri Sushil Kumar Kapoor was working. Sushil Kumar Kapoor never returns to that branch. To a court question he stated that he raised an industrial dispute before ALC Kanpur on 4-6-69 and prior to that he had raising objection orally. In 1969 his matter was not referred to the Government yet he used to do reading and writing work. He admits the application dated 21-8-83 sent to Finance Ministry photo copy of which has been filed by the management. He stated that he appeared in test of Cashier held on 24-3-68 but has no knowledge about his result as he was not informed. He further states that he appeared in the next test also held on 25-5-69 and he has not been informed about the result of that test also. He has denied that he had not appeared in that test held on 25-5-69 for cashier. It may be mentioned here that the management's letter dated 5-7-69 filed by the management and written to Secretary and Treasurer State Bank of India it was mentioned that the workman did not appear in test or interview for appointment of cashier held on 25-5-69, that letter having been written soon after his test/interview is worthy of reliance and I am not inclined to believe the workman on this point, that he appeared in test held on 25-5-69. He denied the suggestion that he did not work on 20 and 21 October, 1967. He asserts that he was ceased to work on 21-1-67 and again continued working from 23-10-67. In the end he admitted that he has been paid for 238 days and that he did not raise any objection regarding two days of pay in writing workman has denied having received letter dated 2-5-68 whereby he was informed that he did not qualify for appointment or the other letter dated 5-7-69.

11. If workman had really worked on 20th and 21st October 1967 he should have summoned the salary sheet which would have concluded the matter. The workman himself admits that he had been paid for 238 days only. Had he worked for 240 days he must have raised objection regarding that. It is not disputed that he has been paid for Sundays and holidays and in the intervening period of his temporary engagements for work. Workman should have also summoned the salary register/sheet of November, showing that workman had worked for 23 days and not 22 days as admitted by the management. Had the workman worked for 1 day more in November he must have been paid for 23 days and not for 22 days. There was no question of making workman regularise on the basis of his temporary appointment, as for recruitment in regular service there were set rules in the bank to take written test and interview and to only appoint persons who qualify therein and are eligible in all respect. That working of Test/Interview has now been taken by the Banking Services Recruitment Board after banks Nationalisation. Had the workman really worked on 20 and 21 October, 1967, or on one day more in November he must have raised objection then and there when he was being paid less for that month. Record of such a long period is not to be expected to be maintained. Moreover, salary register was there which management witness has seen before giving deposition and the same could have been summoned. I have observed earlier that the workman has spoken a lie on one occasion when he stated that he appeared in test held on 24-5-69 when the letter of the management written soon after the test shown that he did not appear. Conceding that no appointment/termination or register for temporary employees was maintained as required by Shastri Award the same will not make the workman permanent. He will continue to be a temporary even in view of para 20.8 of the bipartite settlement and long duration of working as temporary will be of no avail unless he is appointed to fill a permanent vacancy in which case he may have some advantage to getting the period of such temporary employment reckoned as part of his probation. As the workman has not completed 240 days he is not entitled to benefits of section 25-F of the I. D. Act and the case of H. D. Singh Versus Reserve Bank of India will be of no avail. In a banking industry which comes under definition of State given in the Constitution of India, a fair and proper opportunity has to be given to all for regular appointment in view of article 14 and 16 of the same. Hence long appointment as temporary will not make the workman permanent employee of the bank. The management has also admitted that the workman has been paid inclusive Sundays and holidays.

12. Thus in any view of the matter the workman is not entitled to relief of reinstatement as prayed. There is no specific evidence that persons junior to the workman were retained in service, or that fresh hands were employed after his termination.

13. I therefore, hold that the action of the management is justified and the workman is not entitled to any relief as prayed for.

14. I, therefore, give my award accordingly.

Dated : 20-4-1987.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/303/83-D.II(A)]

का.अ. 1309—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, यूनाइटेड कामशियल बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-87 1987 को प्राप्त हुआ था।

S.O. 1309.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the United Commercial Bank and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE SHRI V.S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (84). 1984

PARTIES :

Employers in relation to the management of United Commercial Bank, Nagpur and their workman, Shri Sudhir S. Bodele, Peon-cum-Cleaner, C/o Shri Kamraj Bodele Khalasi Line, Lal's Garden, P.O. Mohan Nagar, Nagpur Maharashtra.

APPEARANCES :

For the workman : Shri Jambulkar, Advocate.

For management : Shri R.C. Srivastava, Advocate.

INDUSTRY : Banking. DISTRICT : Nagpur Maharashtra.

AWARD

Dated the 16th April, 1987

The Central Government in the Ministry of Labour vide Notification No. L-12012/68/84-D. II(A) Dated 26th October, 1984 referred the following dispute for adjudication—

“Whether the action of the management of United Commercial Bank, Divisional Office Bombay in terminating the services of Shri Sudhir S. Bodele, Peon-cum-Cleaner Ambazari Estate Branch, Nagpur with effect from 14-11-83 is justified? If not, to what relief is the workman concerned entitled?”

2. Non-controversial facts of the case are that name of the workman was sponsored through the Employment Exchange. He duly qualified test and interview conducted by the Bank as a Scheduled Caste candidate. He was appointed as Peon-cum-Cleaner on probation for a period of six months with effect from 4-3-1983 in the United Commercial Bank, Branch Ambazari, Nagpur. His probation was further extended for period of three months with effect from 4-9-1983. However, he was served with an order terminating his services with effect from 14-11-1983 and paid him one month's gross wages in lieu of notice. He made various representations which were rejected. He moved the matter in conciliation but it concluded in failure report as a result of which this reference has been made by the Central Government.

3. The case of the workman is that he requested the management for furnishing him with the reasons of his termination.

They informed him that it was because of his unsatisfactory record during probation. If the management by this means “having unsatisfactory leave record” then he has to say that his taking of leave was justified on account of his marriage, demise of his elder brother and his own sickness etc. In any case, he was not afforded an opportunity either to correct himself or defend himself which is contrary to natural justice and arbitrary following the policy of hire and fire. Management had no right to terminate the service before the expiration of probationary period except on the ground of misconduct or other sanctioned charge without any proof or cogent reasons.

4. If the purported ground of unsatisfactory record is treated as misconduct it will be taken that his termination was amounting to punishment for misconduct which could not have been done without proper domestic enquiry. The plea of irregular attendance and false and faked school leaving certificate was not taken up by the management at the time of termination and conciliation. It has been taken for the first time here.

5. On the other hand, case of the management is that the letter of appointment laid down all the terms and conditions on which the workman was employed. At the time of joining the duty on 4th March, 1983 workman had submitted a certified copy of the duplicate school leaving certificate purporting to have been issued by the Jan Jagriti Vidyalaya, Kuradkarpeth, Lashkaribagh, Nagpur, dated 30th April, 1968 stating that the workman was studying in VIII Class in 1968 and left school at his father's request. In the remarks column it is stated that “No pass annual examination of Class VIII Examination of 69” (Ex. M/3). The workman did not submit original certificate for verification. Therefore vide letter dated 27th April, 1983 (Ex. M/4) management requested him to submit the original school leaving certificate. Management had simultaneously carried verification and he discovered that no school by the name of Jan Jagriti Vidyalaya at Kuradkarpeth, Lashkaribagh, Nagpur, existed in last 15 years. On personal enquiry the workman informed the management that he was also undergoing first year course of Bachelor of Arts and Social Work in Tripude School of Social Work which on verification was not found to be true. A show cause notice was given to the workman, who in turn asserted that the certificate filed him is a genuine one and threatened to approach the Court of Law (Ex. M/5). He later on addressed a letter to the Nagpur Branch to kindly treat the duplicate as original because the original has been misplaced at the time of his house burnt. This showed that workman never had the original certificate and he is making false representation. Divisional Office therefore suggested the disciplinary action stating that at the given time out of 90 days workman has reported for work only for 34 days. On enquiry from the Education Officer, Zila Parishad, Nagpur, it was informed in writing that the said school was not a recognised school (Ex. M/17). As such they are enable to furnish any details.

6. The workman hereafter procured a letter addressed by one Dr. Bhau Sahib Kamle claiming himself to be the Chairman of Indira Congress Committee, Ward No. 48 stating that he was a Sanchalak of the said Vidyalaya and the workman was studying in the school. He had issued the original certificate on the request of his father and on his application he had issued the duplicate. However, when the Manager contacted the General Secretary of Nagpur City Congress Committee he informed that Shri Kamle was neither the Chairman nor he has any connection with the Congress Committee. On direction Shri V.G. Bambi, Manager of Itwari Branch conducted a confidential enquiry and submitted his report as above. From the above, the management was fully satisfied that Shri Sudhir S. Bodele had practised fraud on the Bank by submitting a faked and fabricated school leaving certificate as is apparent from Ex. M/18. Management also found that during his probation period from 4th March, 1983 to 11th November, 1983 the workman reported for work only on 183 days out of 256 working days and record by any standard is far from satisfactory for the probationary period, out of which 67 days were treated as unauthorised leave without pay. Management was therefore left with no other alternative but to terminate the services as they did.

7. The only question for determination is whether the termination of the services of Shri Sudhir S. Bodele is justified. If not, to what relief is he entitled?

8. In support of its case management examined Shri M.K. Karache (M.W. 1), Shri A.S. Kuberker (M.W. 2) and Shri Gajanand (M.W. 3) and relied on certain proved and admitted documents Ex. M/1 to Ex. M/19.

9. Shri A. S. Kuberker (M.W. 2) has stated that pursuant to an advertisement workman had filed an application Ex. M/15. He was appointed vide Ex. M/2 and he had submitted his qualification certificate Ex. M/3. Vide Ex. Ex. M/4 he was asked to submit original certificate but he did not submit the same. Therefore a show cause notice Ex. M/16 was issued to him. He replied vide Ex. M/5 and thereafter by Ex. M/6 that his original certificate has been lost. They wrote to the Education Officer about the certificate but he replied vide Ex. M/17. Therefore they deputed Shri Bambi, Manager, to enquiry into this matter and he submitted his report Ex. M/18. Similarly Shri M.K. Karache (M.W. 1) has proved the letter dated 6-7-1983 of the Education Department Ex. M/17 and Shri Gajanand has proved the letter of the District Congress Committee (Ex. M/19). They do not have any member as Baba Sahib Kamle in their Ward No. 48. Nothing is brought out in the cross-examination of these witnesses to discredit their testimony. The workman has adduced no evidence in rebuttal to rebut the evidence of the management or prove his own case of the leave being justified or that his school leaving certificate was genuine and its genuineness as vouch saved by Mr. Kamle was correct. In his pleading also the workman has not refuted the number of his working days leave and type of leave alleged by the management. Therefore in the absence of denial it is also proved.

10. The case of the workman is purely based on the plea that certain of his rights have been breached in the way his services have been terminated during the probation period.

11. The termination order Ex. M/9, dated 14-11-1983 stated that his services are terminated with immediate effect and he should collect Rs. 651.70 as one month's gross emoluments in lieu of notice. Therefore it has been contended on behalf of the workman that his services could not have been terminated during the extended period of probation without stating any reason. If his work was found unsatisfactory no such notice or warning was given to him to either correct himself or to explain the same. This is as far as his absence on account of various leave during the period is concerned. But I have already pointed out that though alleged that his leave was justified but he adduced no evidence to prove it being so justified. Thus from the pleading of the parties the fact brought out is that between 4th March, 1983 to 11th November, 1983 he reported for work only for 183 days out of 256 days simply because he was neither warned nor was he given an opportunity to explain himself it does not justify his action of being on leave for such a long period without any justifiable cause pleaded and proved.

12. Any way, assuming for the sake of arguments that such a absence was not sufficient in the interest of justice to have merited his termination, but there is yet another allegation against him that he had filed a true copy of bogus duplicate certificate (Ex. M/3). He was asked to submit the original vide Ex. M/4 and vide Ex. M/16 respectively dated 27-4-1983 and 23rd May, 1983. But vide letter dated 25-5-83 (Ex. M/5) the workman simply denied the allegation but did not produce the original certificate. Later on, vide letter dated 22-6-1984 (Ex. M/6) he informed that he has lost the original therefore duplicate be treated as the original. Thereafter he submitted a letter of so called Sanchalak of Jan Jagriti Vidyalaya, Nagpur Ex. M/17. But as already pointed out the prosecution got the enquiry conducted through Shri Bambi and he submitted his report vide Ex. M/18 and his findings were as under:—

"4. To verify the contents of letter dated 21-7-83 received from Dr. Bhausaheb Kamble, Sanchalak Jan Jagriti Vidyalaya, Nagpur the enquiries were made with the General Secretary, Nagpur city Distt. Congress Committee(I).

(i) Dr. Bhausaheb Kamble is not President of Indira Congress Committee, Ward No. 48. Shri Sanpatrao Barapatra is President of Indira Congress Committee W. No. 48. Shri Kamble not also a member of Congress and he has no connection with Congress (I).

(ii) Under the circumstances stated above he has no authority to issue such letters. In this connection, the letter issued by the General Secretary, Nagpur City District Congress Committee(I) is enclosed herewith for your information.

(iii) The enquiries were made regarding the activities of Dr. Bhausaheb Kamble as Secretary of Jan Jagriti Shiksha Sanstha. It was informed that he was running primary school. The school was not having middle school classes. The school is closed 12-13 year before."

In the above circumstances his termination can not said to be without justification.

13. As a last resort it has been contended on behalf of the workman that if his conduct regarding the certificate was found doubtful the management instead of conducting the enquiry behind his back should have held a domestic enquiry. To my mind, in the instant case, it was not necessary to do so with the workman was on the extended period of probation and as per para 3 of his appointment order (Ex. M/2) his confirmation depended on the Bank being satisfied about his work and conduct and attendance in the Bank. Terms and Conditions No. 13 and 14 further laid down in his offer of appointment that his services are likely to be terminated in the discretion of the Bank on the expiration of probationary period without assigning any reason and the Bank will require proof of his age and educational qualification to the satisfaction of the Bank. But the workman did not satisfy the Bank regarding his education certificate and age etc. Therefore in view of the contract of service vide Ex. M/2 his termination of service cannot said to be without jurisdiction and illegal.

14. He had not even pleaded 240 days service in a 12 calendar months. Therefore also provision of Sec. 25B and Sec. 25F of the I.D. Act will not be attracted. In any way, this point has also not been pressed before me.

15. For the reasons discussed above, I hold and answer the reference as under:—

That the action of the management of United Commercial Bank Divisional Office Bombay in terminating the services of Shri Sudhir S. Bodele peon-cum-cleaner Ambazari Estate Branch, Nagpur with effect from 14-11-83 is justified. Shri Bodele is not entitled to any relief. No order as to costs.

V.S. YADAV, Presiding Officer
[No. L-12012/68/84-D. II (A)]

का.प्र. 1310—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1310.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relations to the State Bank of India and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 46 of 1986

In the matter of dispute between :

Shri S. S. Melwani, Secretary, State Bank of India Staff
Association, Bharwari, Allahabad.

AND

The Regional Manager, Region III, State Bank of India,
Regional Office, The Mall, Kanpur.

APPEARANCE :

Shri S. S. Melwani—for the workman.

Shri Iyay Man Singh—for the management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/103/85-D.II(A) dated 26th February, 1986, has referred the following dispute for adjudication to this Tribunal;

"Whether the action of the Regional Manager, State Bank of India, Region III, Kanpur vide his orders dated 15-2-84 stopping one increment of Shri S. S. Melwani, Clerk/Typist, Bharwari Branch having effect of postponing his future increment is legal and justified? If not, to what relief the workman concerned is entitled?"

2. The case of the workman Shri S. S. Melwani, is that he was working as typist/clerk at State Bank of India, Bharwari Branch District Allahabad, where he was charge sheeted on 2nd April, 1983 for misconduct during the period he was posted at High Court Branch Allahabad. As the explanation submitted by the workman was found unsatisfactory a departmental enquiry was held and the enquiry officer found charge no. 3 proved against the workman i.e., writing letters to the higher authorities of the bank directly containing false allegations. The disciplinary authority concurring that the findings of the enquiry officer tentative punishment by way of stoppage of one increment having effect of postponing of future increments and giving workman a weeks time to make his submissions against the tentative order as to why the same may not be made final. The said order was ultimately confirmed by Disciplinary authority on 14-2-84. Workman has contended that the order of punishment was null and void as the charge sheet was issued by an authority not competent to do so as the branch manager Bharwari was not the appointing and Disciplinary authority of the workman, and that in view of regulation no. 52(2)(a)(i) of State Bank of India General Regulation 1955 the appointing authority of the workman typist clerk is Chief General Manager and therefore, the Regional Manager can not be the disciplinary authority of the workman. The workman has further averred that the enquiry was not fair and proper as charge sheet was not accompanied with copies of documents and statements of witnesses relied upon as per law and rule 3(c) (ii)(i) (a) of bipartite settlement dated 31-10-79 which lays down:

That the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based and the employee shall be given an opportunity to submit his written statement of defence and for this purpose has the right to have access to the documents and materials on which the charges is based.

Workman demanded the documents and materials, on which the charge sheet was based so that he could understand the nature and facts of charges so that he may be able to reply the charges properly. But the management never replied the charges properly, nor supplied the evidence to the workman mentioned in his letters.

3. The workman has further averred that the findings of the enquiry officer is contradictory as the enquiry officer concluded his findings ex parte, that no letter has been sent

by workman to the higher authority after warning issued to him. For the earlier charge, if any, the warning was issued to him and has no subsequent letter was written by the workman to the higher authorities after warning hence there was no question of proving allegations in all those letters as false. It is further averred by the workman that the branch manager who issued the charge sheet has himself admitted before the enquiry officer that as regards the evidence in proof of the charges he was not aware, it is strange how and on what basis he issued the charge sheet. Further the workman was prejudiced as the enquiry officer did not gave workman the reasonable opportunity of preparing his defence and enquiry commenced ex parte from that stage as the workman was on leave on medical ground. Thus no reasonable opportunity was given to the workman to defend himself. The management did not consider the appeal of the workman and replied more after 7 months which should have been disposed off within one month. Thus the proceedings are illegal and void.

4. The workman has filed affidavit alongwith annexure ceedings are illegal and void.

5. The management has raised the preliminary objection that the reference under section 2(a) of the I.D. Act is not tenable and should have been raised as sect 2K. The management has admitted that the branch manager is the appointing authority of the cause of employee to which the workman belong and charge sheet issued by him is legal, further as the same was approved by authority empowered to take disciplinary action. It is averred that during course of departmental enquiry the workman was given access to the documents relied upon by the management.

6. In support of its contention the management filed affidavit of two witness and filed as many as 18 document per list dated 4-6-86. The two management witnesses are both A. K. Chatterjee one is son of Shri D. N. Chatterjee and the other is son of Shri I. N. Chatterjee resident of Harsh Nagar, Kanpur. It may be mentioned at the very outset that none of them were enquiry officer as result of which enquiry the workman was punished with stoppage of one increment. Shri A. N. Chatterjee son of Shri D. N. Chatterjee has deposed that the Branch Manager is the appointing authority of the cause of employee to which the workman belongs and the charge sheet was approved by the authority empowered to take disciplinary action in the matter. That the charge sheet served on the workman contained details of the charges to which he submitted his explanation and that letters on the basis of which charges were made was written by the workman himself and was fully aware of the facts and it would be wrong to say that he was not given reasonable opportunity to defend his case in the enquiry. That the dispute raised by the workman has not been properly spoused. In nutshell the witness averred the averments made in the written statement.

Other management witness Shri J. N. Chatterjee son of Shri J. N. Chatterjee is an officer posted in the Disciplinary Proceeding Cell of the management office, Kanpur. He has reiterated the averments made by other management witness.

Workman on 26-9-86 stated that he has not to cross examine the management witness consequently the workman was required to file his affidavit. He filed the same reiterating the stand of his claim statement and proved documents annexure A to J filed alongwith claim statement. He has averred that the charge sheet departmental enquiry and order of punishment all is illegal and vitiated as the charge sheet was vague. Further the charge sheet was not accompanied with the copies of the document and statement of witness relied upon. In his reply dated 9-4-83, to the charge sheet the workman had asked the Branch Manager for supply of relevant document to make a proper and effective reply. He further demanded documents and materials on which the charge sheet was framed vide letters dated 14-6-83, 1-7-83, 2-7-83 and 11-8-83, but the management never submit the documents. It is further averred that branch manager Bharwari was not competent to issue and frame charges against the workman and he was not competent authority to do so, that in view of regulations 53(2)(i). The Chief General Manager of the Bank is the appointing authority of the workman hence, Regional Manager could not be the disciplinary authority of the workman

and is not empowered to order punishment. In the enquiry, the enquiry officer did not give fair opportunity to the workman to prepare defence. That the enquiry was conducted in due haste and even when the workman was ill, the enquiry was proceeded ex parte and reasonable opportunity not given to the workman to defend himself. Lastly it is stated that the appeal was not disposed off in time but after a long delay which show that the action of the management was not bonafide.

In cross examination the workman deposed that no reply to charge dated 9-4-83 was given. He admits that he had given statement before enquiry officer that what ever he has to say he will say after management witness has been examined and that he was present when the management witness were examined. He states that on being asked by the enquiry officer to cross examine the management witness he told that he will cross examine them in the end and on the date when his evidence was to be given enquiry proceeded ex parte. He had sent application for leave with a request to intimate the enquiry officer directly and had not sent any application to the enquiry officer directly.

The documents filed in this case by either parties have not been challenged rather the workman has proved documents filed alongwith claim statement in his affidavit.

From the arguments advanced by the parties it turns out that the workman had challenged the punishment order on legal grounds commencing from the stage of the charge sheet.

Management's objection that the reference under section 2-A can not be there and should have been under section 5K of the I.D. Act appears to be unfounded. The workman could not have resorted to section 2-A as that relates to discharge dismissal retrenchment or termination, admittedly nothing of this sort has happened in this case and the workman is still in the service of the management. The reference could be in any other section except 5K of the Industrial Dispute Act. Reference of 2-A in the reference order above schedule relates to sub-section 2A of section 10 which is a newly amended clause and lays down that the reference order may satisfy the party within which the award to be given. Thus the contention of the management on that count is repelled.

Now coming to the point as to who is appointing authority for the workman. The workman has drawn my attention to rule 55 of the State Bank of India General Regulation of 1955 which lays down in clause 2(a)(i) that in case of officers and employee starting on a pay lower than the starting pay in the scale applicable for the time being to the officers grade (i) of which authority the state bank as may be specified where the appointment or promotion is for service in the circle by Chief General Manager concerned and where the appointment or promotion is for service is or under Central Office by Managing Director. In the instant case it would be an appointment of workman in the circle. The representative for the management has drawn my attention to staff circular no. 138 of 1977 issued by Chief General Manager, which lays down as follows:

In terms of amended clause B(i) of sub regulation 2 of regulation 55 of State Bank of India General Regulation reproduced in paragraph (i) in the said circular, in case officers and employees starting on pay lower than the starting pay in scale applicable for the time being to officer grade, ii, the initial appointment may be satisfied by Chief General Manager (formerly Secretary and Treasurer) accordingly appointing authorities in respect of clerical and sub staff in the circular which designated as follows, (iii) other branches-Branch Manager.

Thus the charge sheet issued by Branch Manager to the workman on 2-4-83 was quite competent, requiring the workman to submit reply to his charges within a week.

Now coming to the point as to who initiated disciplinary proceedings. A perusal of the findings and the opening sentence duly show that it was not the branch manager who started disciplinary proceedings at the same was started by the Regional Manager, who appointed Enquiry Officer. The opening sentence runs as follows:

I was appointed enquiry officer by Regional Manager Region II, the Disciplinary Authority, State Bank of India Regional Office, Kanpur Letter No. RO/KAN/DP/67 dt. 15-5-83, to enquiry into the charges against Shri S. S. Melwani, clerk cum-typist vide charge sheet dt. 2-4-83.

Under bipartite settlement para 19.14 lays down as to who will frame penal of enquiry from whom enquiry officer chosen, as the enquiry officer was appointed by the Regional Manager, the charge sheet will be deemed to have proved by the disciplinary authority. In the instant case the punishment was made by Regional Manager on 27-12-83, who was the disciplinary authority. Thus it can not be said that the punishment was made by an officer lower than the appointing authority.

The main contest of the workman is that the documents and evidence relied upon by the management was not furnished to him, alongwith charge sheet and hence he could not make a reply in defence. In that context he has referred me the law in State Bank of Punjab versus Mangal Ram AIR 1974 Supreme Court page 2535 which lays down that it is unjust and unfair to deny the government servant copies of statement of witnesses examined during investigation and protest but the enquiry officer of the charges levelled against the government servant. On this analogy, it is argued that the workman should have been supplied with copies of all those letters regarding which the charge was that the workman was in habit of writing letters to the banks authority directly containing false allegations. He has further drawn my attention to memorandum of settlement dated 31-10-79, wherein it is laid down that enquiry be held if the employee is charged for minor misconduct and the punishment proposed to be given is warning or censure it is laid down in sub clause (a) of clause 19.12E of the bipartite settlement dt. 31-10-79 that the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based and the employee shall be given an opportunity to submit his written statement of defence and for this purposed had a right to access to the document, and materials on which the charge is based. In the instant case no copy of the letters allegedly written by him to the banks higher authorities directly containing false allegations were given. In his reply to the charge dt. 2-4-83 he referred some of the letters dt. 8-4-82 in which he has asked the Regional Manager to inform him as to which representation/allegations is false. He again in the end requested to reply the points touching in para 3 of his letter dt. 8-4-83 referred above, and some other letters so that he may be able to make further reply in the matter. The documents on which the charge was framed as well as the documents required by workman were never furnished all this is in derogation of the amended para 19.12 of the bipartite settlement. In management of Northern Railway Versus Industrial Tribunal 1967 S.C. page 1182 it was laid down that mere fact that the employee did not appear on the date fixed for enquiry will not satisfy the requirement of principles of natural justice that he ... about details of the charges and materials available in support of the charges be disclosed to him. It was observed in para 14 as follows :

The charges as we have indicated above which were served on Kanraj were very vague and he had no opportunity to give reply of them. The material which was available in support of these charges were also never disclosed to him, ... but requirement of principles of natural justice that he should have been told about the details of the charges and the materials available in support of his charges should have been disclosed to him.

Thus in the instant case the enquiry stands vitiated on this count alone, firstly no details of the charges were furnished alongwith the charge in the form of letters complained on, further the documents demanded in the reply were never supplied to him and disciplinary authority appointed enquiry officer and decided to proceed with the enquiry. Thus the entire enquiry stands vitiated on this count alone.

Now coming to the point if opportunity to defend the case was given to the workman. It may be mentioned that the enquiry proceeded hurriedly on 11, 12 and 13th September and on date fixed for defence i.e. September 1982,

the proceedings were not adjourned though it was brought to the notice of the enquiry officer that the workman was ill and the enquiry concluded ex parte. The enquiry officer has exonerated the workman on the point i.e. first charge that the workman was in habit of writing letters to banks' higher authorities directly but he found him guilty on the second para of the charge that it contained false allegation. It has not been substantiated which of the letters contained false allegations and what was the falsity therein. On that account also the report of the enquiry officer is unfounded on facts and liable to be struck down.

Normally the appeal should have been disposed off within a month but in the instant case the appeal was disposed off after 7 months or more. All this go to show that the workman was not dealt properly in the manner of his enquiry and hence the enquiry itself was conducted without complying with the principles of natural justice, the same is vitiated and illegal and the orders passed in consequence of such enquiry report relying the order dt. 12-2-84 stopping of one increment of the workman also become illegal and ineffective.

In these circumstances I hold that the action of the Regional Manager, State Bank of India Region III Kanpur vide his order dated 15-2-84 stopping one increment of the workman having effect of postponing his future increment is not legal and justified.

The result is that the workman will be dealt as if no punishment of stopping of one increment dt. 15-2-84 was passed against him.

Let six copies of this award be sent to the Government for its publication.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/103/85-D.II(A)]

नई दिल्ली, 14 मई, 1987

का.आ. 1311—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-87 को प्राप्त हुआ था।

New Delhi, the 14th May, 1987

S.O. 1311.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 28th April, 1987.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 270 of 1985

Reference No. L-12012(33)/85-D. II(A) dt. 18-1-85.

In the matter of dispute between :

The Secretary, State Bank of India Staff, Association, Lahurabi, Varanasi.

AND

The General Manager (Planning), State Bank of India, Local Head Officer, Lucknow.

APPEARANCES :

Shri Mangalvedkar—for the workman.

Shri Mahesh Chandra—for the management.

AWARD

1. The, Central Government, Ministry of Labour, vide its notification No. L-12012(33)/85-D.II(A) dt. 18-11-85, has referred the following dispute for adjudication to this Tribunal;

"Whether the action of the management of State Bank of India in not granting promotion to Shri Bhawani Shankar Tewari, Teller, State Bank of India, Lahurabi, Branch, Varanasi as Officer Grade II (Head Cashier) as per their Circular No. 180 of 1974 dated 7-11-74 is legal and justified? If not, what relief the workman is entitled to?"

2. The case of the workman is that he was appointed as cashier at Varanasi Branch of the management on 19-4-63. He was suspended on 13-11-75 and the charge sheet was served on him on 4-1-77 and the enquiry commenced on 6-6-77. The enquiry was concluded on 7-6-77. The findings of the enquiry officer alongwith proposed punishment was communicated to the workman on 23-12-78 and ultimately the workman was punished with stoppage of 3 increments communicated to him on 25-7-79. That as a matter of fact the workman was selected as officer grade 2 and office order to that effect was issued on 7-11-74 but he was not relieved to join his duties. Thus the workman was victimised and denied his promotion and consequential benefits and it is consequently prayed that he be deemed to have been promoted as officer grade II w.e.f. 7-11-74.

3. The management has averred in his written statement that the workman while working as cashier at Varanasi Branch was called upon to explain the irregularities committed by him leading to financial loss to the bank vide memorandum dated 28th August, 75 and another dt. 27th September, 75. On the basis of enquiry report the disciplinary authority passed tentative orders for dismissal of the workman which order was modified to stoppage of 3 increments. The appellate authority also maintained the punishment. It is however, admitted that the workman was declared qualified for promotion to officer grade II (Head Cashier) vide circular staff no. 180 of 1974 dated 7-11-74 and it would be wrong to say that the workman was declared promoted as officer grade II by said circular of the bank. Before his joining to next assignment as officer grade II Head Cashier, the irregularities came to light and enquiry commenced which culminated with stoppage of 3 increments. Further it is banks rule that an employee is not eligible for promotion against whom disciplinary action either contemplated or taken and as action against him was contemplated he was not relieved to go promotion as an officer, thus the action of the management is good valid and legal.

4. In support of its contention the management filed 61 documents comprising of memos charge sheet enquiry proceedings and order of the disciplinary authority and orders of the appellate authority.

5. Workman in his rejoinder has averred that the packets bundles and currency notes are required to be scrutinised and checked by head cashier/accountant to their satisfaction thus the responsibility of any defective note in the bundle is not an cashier clerk but of the two counter signing authorities i.e. head cashier/accountant. That as regards charges of kite flying. The management has filed affidavit evidence of Shri R. N. Aggarwal reiterating the stand of the written statement and also reiterating the averments of the documents filed by the management.

6. In his cross examination he looking to circular no. 180/74 dated 7-11-74, the witness stated that he is not aware when first man and last man of the list of the circular were relieved for promotion. He states that normally increments are given to the employee on due dates unless there is nothing adverse against him. He admits that some soiled note from Management Office at Varanasi were sent to Patna RBI some of which were rejected but subsequently RBI Patna reconsidered and some of the rejected notes were passed. He further admits that Rs. 100/- demoniation are cancelled and cashier as well as head cashier both of them put their signatures on the slip attached to that bundle,

7. Workman has also filed 7 documents and No. 1 of which is staff circular No. 180/74 dated 7-11-74, this shows that on the basis of written test and interview conducted recently at this office the following candidates have qualified for promotion for the officer grade II (Head Cashier), the name of the workman Shri Bhawani Shanker Tewari was there in the list at serial No. 36. They were to be promoted as officer grade II i.e. head cashier as and when vacancy arose and that by itself was not a promotion to the post of head cashier effective from 7-11-74.

8. The workman gave his affidavit and appended 17 documents in the form of annexures.

9. In cross examination he has stated that the soiled currency notes are sent to Reserve Bank of India where those notes are re-examined. He has stated that he used to accept currency notes under rules and regulations, at times with the oral permission of the head cashier, though these oral permission not prescribed in rules. He admits that despite his representation currency notes to the tune of 15 or 16 thousands were soiled currency notes was not accepted by Reserve Bank of India, Patna. He admits that he was on leave on June and July, 1975 and joined duty only in August 1975. He further admits that he tendered apology during the enquiry proceedings. He further admits that he was declared promoted as officer Gr. II as per document No. 1 per list dt. 11-9-86 and thereafter he was posted for the post of Head Cashier, Kayanganj Branch, Farrukhabad but was not relieved to join there. He has denied that he was not relieved as admittedly enquiry was under contemplation. He admits that the punishment given to him became final from the department.

10. It has been argued by the management that promotion is managerial prerogative and is not to be looked into in any court of law or in any Tribunal. It is further argued that the workman was not given promotion as officer though found qualified for the post because he was not found fit for it on account of the charges which was ultimately found proved and on apology a lenient view was taken in awarding him punishment of stoppage of increment and not terminating him from the services of the management as proposed earlier by the disciplinary authority.

11. In this case the Tribunal has not to see whether notes sent to the Reserve Bank of India were soiled or not and whether the workman was responsible for that. The fact remains that enquiry on specific charges commenced before against him in which he has been punished by the disciplinary authority by stoppage of 3 increments which became final. The reference is not to that effect i.e. whether the enquiry was fair or proper but reference is to the effect whether not granting promotion as per circular dated 7-11-74 is legal and justified. As observed earlier it is the management's prerogative to promote or not to promote. If it could be shown that there was no mala fide on the part of management then the tribunal can enquiry, but in the instant case the promotion rightly withheld of the workman as he was punished for misconduct. It is not the case that the workman should be promoted after he has undergone the punishment and again that would be a managerial right and function whether workman should leave for promotion if he has already under gone stoppage of 3 increments.

12. Thus in these circumstances, I do not consider it just and proper to interfere with promotional policy and hold that the workman is not entitled for promotion on account of circular No. 180 of 1974 dated 7-11-74, and hence the action of the management in not granting promotion to the workman as officer Gr. II head cashier w.e.f. 7-11-74 is legal and justified.

13. The result is that the workman is not entitled to any relief as prayed in his claim statement.

14. I, therefore, give my award accordingly.

15. Let six copies of this award be sent to the Government for its publication.

Dated : 20-4-87.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/33/85-D.II(A)]

नई दिल्ली, 15 मई, 1987

क्र. आ 1312. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार, अलाहाबाद बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-87 को प्राप्त हुआ था।

New Delhi, the 15th May, 1987

S.O. 1312.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by Central Government on the 28-4-87.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR
Industrial Dispute No. 63/86

In the matter of dispute between :

The Secretary,

U.P. Bank Employees Congress,
87/149, 'A' Deo Nagar, Kanpur.

AND

The Regional Manager, Allahabad Bank,
The Mall, Kanpur.

AWARD

1. The Central Government Ministry of Labour vide its Notification No. L-12012(143)/85-D.II(A) dated 19-3-86 has referred the following dispute for adjudication on this tribunal :

"Whether the action of the management of Allahabad Bank in relation to their Kanpur Branch in forcing Shri Raj Kapoor to join at Etawah in pursuance of the Transfer Order during pendency of the conciliation proceedings was justified? If not, to what relief the workman is entitled?"

2. Workman submitted his statement of claim and management has filed written statement. At later stage the date was fixed for filing rejoinder by the workman. On behalf of the workman no one is appearing for the last several dates. Workman rep. Sri A. K. Awasthi appear on 26-9-86 when 27-10-86 was fixed. Since then no one appeared for the workman.

ORDER

The case is decided for non-prosecution against the workman. Let no claim award be sent to the Government.

Let the six copies of the award be sent to the Government for its publication.

Dated : 20-4-87.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/143/85-D.II(A)]
N. K. VFRMA, Desk Officer